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FORM B10 (Official Form 10) (04/04)

TORIN DIO (OMEIRI SOME TO) (04/04)		i
United States Bankruptcy Court SOUTHERN	DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor	Case Number	
Motors Liquidation Company (f/k/a General Motors Corp.)	09-50026 (REG)	
NOTE. This form should not be used to make a claim for an administration of the case. A "request" for payment of an administrative expense may be	ive expense arising after the commencement filed pursuant to 11 U.S.C. § 503.	
Name of Creditor (The person or other entity to whom the debtor owe	S Check box if you are aware that	O CITY
money or property):	anyone else has filed a proof of	CA.
Weber Automotive Corp. and Albert Weber GmbH	claim relating to your claim. Attach copy of statement giving particulars.	23
Name and address where notices should be sent:	Check box if you have never	132 (1)
c/o Paula Hall, Brooks Wilkins Sharkey & Turco PLLC 401 S. Old Woodward, #460, Binningham, MI 48009	received any notices from the bankruptcy court in this case. Check box if the address differs	
Telephone number: (248) 971-1800	from the address on the envelope sent to you by the court.	THIS SPACE IS FOR COURT USE ONLY
Account or other number by which creditor identifies debtor:	Check here replaces	THIS SPACE IS FOR COURT USE ONLY
	if this claim a previously	filed claim, dated:
1. Basis for Claim	2000	
☑ Goods sold	Retiree benefits as defined in 11 U	S.C. 8 1114(a)
Services performed Money loaned	☐ Wages, salaries, and compensation	(fill out below)
Personal injury/wrongful death	Last four digits of SS #:	
☐ Taxes		
Other contract termination and other damages		(1.4)
2. Date debt was incurred:	(date)	(date)
2006-2008	3. If court judgment, date obtained	•
4. Total Amount of Claim at Time Case Filed: \$ 15,827,857	7.00	15,827,857.0 6
(unsecured If all or part of your claim is secured or entitled to priority, also coronic Check this box if claim includes interest or other charges in additional interest or additional charges.	nolete Item 5 or 7 helow.	ity) (Total)
5. Secured Claim. □ Check this box if your claim is secured by collateral (including a right of setoff).	7. Unsecured Priority Claim. Check this box if you have an unse	
Brief Description of Collateral:	Amount entitled to priority \$	
☐ Real Estate ☐ Motor Vehicle	Specify the priority of the claim: Wages, salaries, or commissions	s (up to \$4.975) * enemad within 00
Other.	# days before filing of the hanker.	inter netition or cessation of the
Value of Collateral \$	debtor's business, whichever is a Contributions to an employee b	earner - 11 U.S.C. § 507(a)(3). enefit plan - 11 U.S.C. § 507(a)(4).
Amount of arrearage and other charges at time case filed included in	Up to \$2,225* of deposits towa	rd purchase, lease, or rental of il, family, or household use - 11 U.S.C.
secured claim, if any: \$	§ 507(a)(6). Alimony, maintenance, or support	
6. Unsecured Nonpriority Claim s 15, 827, 857.07	or child - 11 U.S.C. § 507(a)(7)	ernmental units-11 U.S.C. § 507(a)(8).
Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.	Other - Specify applicable parage *Amounts are subject to adjustment on 4 respect to cases commenced on or a	graph of 11 U.S.C. § 507(a)(). /1/07 and every 3 years thereafter with
8. Credits: The amount of all payments on this claim has been credited	and deducted for the purpose of making	D 0
this proof of claim.	the second purpose of making	This Space is for Court Use Only
9. Supporting Documents: Attach copies of supporting documents	, such as promissory notes, purchase	
orders, invoices, itemized statements of running accounts, contracts, court	judgments, mortgages, security	j
agreements, and evidence of perfection of lien. DO NOT SEND ORIGIN,	AL DOCUMENTS, If the documents are	j
not available, explain. If the documents are voluminous, attach a summar		
10. Date-Stamped Copy: To receive an acknowledgment of the filing	of your claim, enclose a stamped, self-	
addressed envelope and copy of this proof of claim		i
Date Sign and print the name and title if any of the		
Sign and print the name and title, if any, of the creation this claim (attach copy of power of attorney it and	editor or other person authorized to file	

ADDENDUM TO WEBER'S PROOF OF CLAIM

Albert Weber GmbH ("Weber GmbH") and Weber Automotive Corp. f/k/a Albert Weber Manufacturing Co. ("Weber Automotive" and with Weber Automotive, collectively "Weber") are suppliers of engine components to the automotive and heavy equipment industry. In 2006 and 2007, General Motors Corp. ("GM") entered into a series of purchase order contracts (collectively, the "Purchase Orders") with Weber whereby GM agreed to purchase engine components from Weber. Specifically, GM issued purchase orders to Weber for the supply of cylinder blocks and crankshafts for various programs.

THE WEBER/GM PURCHASE ORDERS

A. The V8 Crankshaft Purchase Orders between GM Corp and Weber GmbH

GM issued two purchase orders to Weber GmbH for the sale of crankshafts for GM's LS9 and LS7 V8 programs:

- 1. Purchase Order 1KPC0000, 1KPC0007, 1KPC0000, and 1KPC000C, for crankshafts for the LS9 program (Part No. 12598610) (Exhibit 1); and,
- 2. Purchase Order 1KPC0004, for crankshafts for the LS7 program (Part No. 12611649) (Exhibit 2).

Weber performed its material obligations under the Purchase Orders. Nonetheless, on June 18, 2008, GM terminated the V8 Crankshaft Purchase Orders. GM has failed to pay Weber GmbH certain outstanding amounts for the supply of the V8 LS9 and LS7 Crankshafts to GM and associated, recoverable termination charges, causing Weber GmbH damages.

B. The V8 LS9 Cylinder Block Purchase Order between GM Corp and Weber Automotive
 GM issued Purchase Order 1K870000 to Weber Automotive for the purchase of cylinder

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blocks for the LS9 V8 program (Part No. 12602098) (Exhibit 3).

Weber Automotive performed its material obligations to GM pursuant to the terms of the LS9 V8 Cylinder Block Purchase Order. On September 24, 2008, GM terminated the LS9 V8 Cylinder Block Purchase Order. GM has failed to pay Weber Automotive certain outstanding amounts for the supply of the LS9 V8 Cylinder Block Purchase Order and associated, recoverable termination charges, causing Weber Automotive damages.

DAMAGES AND CLAIM AMOUNT

GM has breached its contracts with Weber, and Weber has suffered damages in an amount not less than \$15,827,857, comprised of the following:

- 1. \$9,499,419 for breach of the V8 LS7 Crankshaft Purchase Order;
- \$1,859,210 for breach of the V8 LS9 Crankshaft Purchase Order;
- 3. \$3,669,228 for breach of the V8 LS9 Cylinder Block Purchase Order; and,
- 4. More than \$800,000 for a setoff taken by GM against payables to Weber for claimed professional fees for legal, accounting, and consulting firms.

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EXHIBIT 1

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(Weber Automotive



Contract Header Listing - GM several projects

			a. 0.		d	. 3-
	Date of	Contradiction	oc 3005 2000	21.08.2007	03.08 Z007 PP	ľ
	Number of	Contrader Contract Header Contradiction	1XPC.C000	18.50007	18,20000	1820000
	Date of	Contract Meader	26 04.7006	20.64 2007	14 59 2007	10 01 2008
	Oats of Order. Date of			01.05.2005		
	Quotation			100555/004-0112 01:05:2005		
	Part Number Date of Quote Number			31.03 2006		
	Par Number	_	67000101	11998271		
·	Type		02	3		
	Project		Superchange WR	n		
-	Components Project		Crankshaf			

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Quotation



Albert Weber Manufactioning Crep

Sommerville/Charleston 29483

H 040 B75 48 28

201 մերուոց Մաչ

South Carolina USA

fax

Eastnort Commerce Park

Phone +1843.875.63.66

E-Mait into@sveher-align Internet www.weber-a.com

General Motors de México Mr. Antero Rodarte Senior Buyer Powertrain

Fax:

+55 5901-3774 Telephone: +55 5901-3571

E-Mail:

antero.rodaitegarcia@gm.com

Copy

edgar orduna@gm.com

Date

31" March 2006

Damel Weber

Tutophone: Mobile

843 875-5366 ext. 102 843 814 8129

Contact person Our Reference

VC-dw

E-Mail:

d weher@weher-a.com

Your RFQ dated from October 21st - 6,2L V8 Crankshaft LS8, LS9, LSA and LST -

Machining Process

Your RFQ-No.: 1100443402 and 1100443416

Quotation No.: 100555/004-0112

Dear Antero.

According to your latest email we revised our quotation again.

Following you will find our revised quotation along with our terms and conditions:

1. Product and Services Provided

	NAME	Part No		Status	
1 1	Crankshalt	12598610	LS9	30AP05	
1.2	Crankshalt	12603616	LS8, LSA, LST	01AU05	

Complete NC machining and assembly according to drawings, RFQ-data and specifications as follows:

- Part Identification
- Lenghts and Centre Machining
- Milling Cheeks
- Turning Stubend, Flange, Mains
- Milling Crank Pins

A division of Weber Amonotive

Page 1 of 1

breed tusingpened Albert Weber Daustian Wober

Headquarter Germany Otto-Lifenthal-Straße 5

Damel Weber

0-86677 Markdorf

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Quotation



- Gundrill Oil Holes
- Pin Drilling (Lightening)
- Main Drilling (Lightening).
- Induction Hardening
- Deep Fillet Rolling
- Machining Ends
- Thrust Bearing Fine Turning and Deep Rolling
- Grinding Main Journals
- Grinding Crank Pins
- Grinding Stubends
- Grinding Flange, Reluctor Bing and Flywheel Pilot
- Balancing
- Crack Detection
- Finishing
- High Pressure Washing
- Final Quality Control
- Classification
- Assembly

2. Prices, Delivery and Payment Conditions

Based on a contract duration of minimum 4 years, a continuous production and a guaranteed share of 100% of the demand on Crankshaft machining and assembly for the LS8, LS9, LSA and LST projects, Weber is responsible for the steel-surcharges and they are included in the following prices:

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Quotation



2.1 Crankshalt LS8, LS9, LSA, LST

	Crankshalt 12598610 - LS9	Crankshaft 12603616
		LS8, LSA, LST
SOP	02/200B	05/2008
Duration	4 y	ears
Yearly quantily	2,000 pcs	40,000 pcs
Total in US\$ per pcs incl. packaging	US\$ 242.84 US\$ 216.7.	
Tooling costs in US\$1	US\$ 9	080,000

'(Fixtures, Tools, Production Set-up, Initial Sample, etc.)
for a max_capacity of 46,200 pcs/year. (42,000 pcs +10%)

 \underline{Ratio} : We allow a 3%-ratio starting from the second full production year and lasting for 3 years maximum:

Ratio	2008	2009	2010	2011	2012
LS9	139,60	139,60	135,53	131,59	127,75
LS8, LSA, LST	128,48	128,48	124,74	121,10	117,58

2.2 Prices:

+ value added tax

2.3 Price Basis:

2006

2.4 Delivery:

FCA Albert Weber GmbH, Markdon, Germany

Packaging included

2.5 Payment Terms;

Parts:

2nd day of the 2nd month after the receipt of goods

<u>Fooling:</u>

100% after PPAP

latest 14 days after PPAP-date.

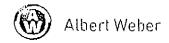
Weber is authorised to determine the possible PPAPdate. GM is committed to pay the tooling costs latest 14

days after PPAP-date.

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Quotation



3. Delivery, Production and Contract Duration

3.1 Delivery/Time schedule

Sample Parts/Pre-production Parts

Sample parts will be introduced in 6 months after placing of order. Pre-production parts can be delivered for machining costs of:

	Crankshaft 12598610 – LS9	Crankshaft 12603616 - LS8, LSA, LST
Pre-production Price per pcs in US\$	US\$ 1.453,45	US\$ 1.051,19

Series Production

Series production will start 12 months after placing of order and clarification of all associated details

3.2 Production

We calculate for our production process a flexibility within \pm 10% and produce each day constant the average of the yearly volume respective of the volume for the next 6 months period.

(volume of the year divide by 250 days/year)

For our production and capacity planning we need 6 months ahead a forecast of your demands for the following 6 months period.

An increase in demand and capacity more then plus 10% needs to be ordered 6 months alread of delivery date for increased volume.

3.3 Duration of contract and supply of the 100%-demand

The contract duration is fixed agreed corresponding to item 2 for minimum 4 years contract duration.

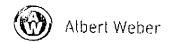
The Albert Weber Manufacturing Corp. will install the requested capacity with the payment of the tooling costs.

GM is committed to purchase exclusive line 100% demands in LS8, LS9, LSA and LST Crankshall machining and assembly from Albert Weber and will not purchase machining or assembly capacity from any other supplier during the duration of contract or will not establish in-house production.

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4. Obligation to deliver and Obligation to accept Deliveries

We are obliged to fulfil the respective volumes according to quality, quantity and on-time deliveries, and so is the purchaser. The party that violates this agreement fully covers the other parties compensation.

5. Provisions

5.1 Rejects

In case of quality complaints caused by defective parts supplied by us, we will receive a written report according to DIN ISO 9002 and appropriate time for repair or to send substitute parts.

Costs for any repairs at the receiving plant being performed without our prior approval will be refused.

In principle we are not liable for any direct or indirect damages caused by defective material supplied by us.

6. GM Terms & Conditions / Supplier Quality System Requirements

The Albert Weber Manufacturing Corp. does accept the GM Terms & Conditions as confirmed in this quotation. For all further requirements it is necessary to confirm the validity in a separate acknowledgement.

Regarding the Supplier Quality System Requirements we confirm the TS 16949 standards and will determine the valid requirements for our company together with the GM Supplier Quality Engineer after receiving of order.

Albert Weber does accept the GM Terms & Conditions.

7. Ownership of Tooling

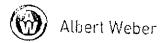
With the payment of the looling costs GM will have the ownership of the tooling. By the Albert Weber Manufacturing Corp. remains the right to use the tooling for an unlimited time period.

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Quotation

 $|\psi_{ij}\rangle = \frac{1}{2} \left(\frac{1}{2} N_{ij} - \frac{1}{2} N_{ij} \right) = \frac{1}{2} \left(\frac{1}{2} N_{ij} - \frac{1}{2} N_{ij} \right)$



8. Quotation Validity

This quotation is valid for 3 months from the date of issue.

This quotation is only valid in connection with the offer 100555/001-003 Crankshalt V8 4,6L Ultra

We hope the above quotation is clear, and that we will be able to meet your needs

As a specialist in the contract manufacturing of engine and drive train components for the automotive industry and engine manufacturers, we can ensure you that our products will meet your high quality standards and that our deliveries will be reliable.

We are looking forward to hearing from you

Best regards,

Albert Weber Manufacturing Corp.

Daniel Weber

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1 34

Contract Line Item Page

Issue Date 26-Apr-2006

Standard Blanket Contract Number: 1KPC0000

Amendment Number:

Part Number:

000000012598610

LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from

01-Jan-2008

through

20-Feb-2013

Part Description:

Amendment Reason:

CHANKSHAFT ASM Contracting New Parts

Manufacturing DUNS Number:

00316123579

Supplier Name and Manufacturing Address: ALBERT WEDER GMBH OTTO LILIENTHAL STR 5 88677 MARKDORF GEFIMANY

Buyer Name:

Rudarie, Antero

Buyer Code:

МЭЗ

Phone: Fax

+52 555901 3774 +52 555901 3571

Sample Date:

Hazardous Material Indicator:

25-Apr-2006 Ν

Line Item Notes:

According to the results of AP 1 100443402, WEBER resulted to best

supplier.

Productivity performance 3% per year applied to the Machining Portion,

starting on the second year of full production.

Fixed pince during all the program, no surcharge payments or material price adjustments allowed.

Terms and Conditions:

This Period effective from

01-Jan-2008

through

28-Feb-2010

Freight Terms:

Collect

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Contract Line Item Page

2 of 4

Issue Date. 26-Apr-2006

Standard Blanket Contract Number: 1KPC0000

000

Amendment Number: Part Number:

000000012590610

Payment Terms:

(88) MNS-2. On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00316123579

Ship From OUNS:

00316123579

Daily Capacity: Hours Per Day:

10 5

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

242.040000

Total Price:

UOM:

PIECES

242.840000

Receiving Plants and Plant Percentage

As scheduled

100%

Yerms & Conditions.

TOP

This Period effective from

01-Mar-2010

Ihraugh

28-Feb-2011

Freight Terms:

Collect

Payment Tenns:

(80) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: **Delivery DUNS:**

Free Carner (FCA) 00316123579

Ship From DUNS: Daily Cupacity:

00316123579

Hours Per Day:

10 5

Price Type

Expendable

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Contract Line Item Page:

3 01 4

Issue Date.

26-Apr-2006

Standard Blanket Contract Number: 1KPC0000

Amendment Number:

Part Number:

000

000000012598610

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

238.521251

Total Price;

UOM: PIECES 238 521251

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TIOP

This Period effective from

01-Mar-2011

Through

20-Feb-2012

Freight Terms:

Payment Terms:

(B8) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00316123579

Ship From DUNS: Daily Capacity:

00316123579

Hours Per Day:

10 5

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

234.279308

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Contract Line Item Page:

4 01 4

Issue Date. 26-Apr-2006

Standard Blanket Contract Number: 1KPC0000

Amendment Number.

000

000000012598610

Total Price:

UOM:

PIECES

234.279308

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TOP

This Period effective from

01-Mar-2012

through

28-Feb-2013

Part Number:

Freight Terms:

Payment Terms:

Collec:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS.

Free Carrier (FCA) 00316123579 00316123579

Ship From DUNS: Daily Capacity:

10

Hours Per Day:

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

UŞD

Base Price:

230.112805

Total Price:

UOM:

PIECES

230.112805

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TEON

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7 (434)

Contract Line Item Page

Amendment Number: 000

1 of 3

Issue Date: 20-Apr-2007

Standard Spot Buy Contract Number: IKPC0007

.

Part Number: 000000012598610



LINE ITEM DETAIL for TOOLING CONTRACT

General Motors Corporation

This Line Mennis effective from 19-Apri-2007 through 19-Apri 2010

Part Description:

Amendment Beason:

CRANKSHAFT ASM Contracting New Parts

Manufacturing DUNS Number:

00316123579

Supplier Name and Manufacturing Address:

ALBERT WEBER GMBH OTTO LILIENTHAL STR 5 80677 MARKDORF

GERMANY

Buyer Name:

Morado, Palael

Buyer Code:

M03

Phone:

55-5901-3088

Fax:

55-5901-3141

Tooling Capacity:

Hazardous Material Indicator:

008,8

N

Line Item Notes:

Purchase order issued to cover the cost of special permanent lools, dies, patterns, and/or molds necessary to produce part number, part description, as follows:

PN, 12598610

Program: LS9 V8 engine

Price type, Bulk

Supplier contact: Daniel Weber

Physical Location of tooling. Marklorf, Germany

Tool Capacity, 8,800

Note: tool will support also production of 12568820 (LS7)

Tool Description Unit Price

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Contract Line flem Page: 2 of g Standard Spot Buy Contract Number: 1KPC0007 Issue Dale: 20-Apr-2007 Amendment Number: 000 Part Number: 000000012598610 Milling/drilling...... \$27,747 Machining.... \$35,782 Haidening & Rolling..... \$19,580 Gundali **** ***********\$**15,\$49 Quality...... \$12,957 Assembly...... \$7,660 Others.....\$32,052 Fotal Tooling \$376,327 USD Supplier is required to mark all General Motors tools with the GM Identification Tags. All pricing and looting is subject to GM audit Rafael Morado 1/19/2007 Terms and Conditions: Freight Terms: Payment Terms Collect (88) MNS-2, On average, payment shalf be made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carner (FCA) Delivery DUNS: Ship From DUNS: 00316123579 Price Type: 00316123579 Bulk Price Composition: The Total Price is composed of Base Price plus any applicable taxes. All Prices are expressed in USD Quantity: Base Price: 376,327.000000

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Contract Line flem Page.

3 of 3

Issue Date 20-Apr-2007

Standard Spot Buy Contract Number: 1KPC0007

Amendment Number: 000

Part Number: 000000012598610

Total Price:

UOM:

376,027,000000

LOT

Terms and Conditions.

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Contract time Item Page

Issue Oate: 14-Sep-2007

Standard Blanket Contract Number: 1KPC0000 Amendment Number: 001

Part Number: 000000012590610



LINE ITEM DETAIL General Motors Corporation

This Line than is effective from 01-Jim-2508 78-Fish-2013

Part Description:

Amendment Reason:

CRANKSHAFT ASM

Duns Number Maintenance

Magnifacturing DUNS Number: 90016123579

Supplier Name and Manufacturing Address: ALBERT WEBER GMBH DITTO LILIENTHAL STR 5 88677 MARKDORF GERMANY

Buyer Name. Peniche, Arthuro

Buyer Code

XŞJ

Phone: Fax

+52 55 5901 3165 +52 55 5901 3141

Sample Date: Drawing Date:

25-Apr-2006 07-18-07

Hazardous Material Indicator:

Ν

Line Item Notes:

According to the results of AP 1100443402, WEBER resulted to best supplier.

Productivity performance 3% per year applied to the Machining Portion, starting on the second year of

Fixed price during all the program, no surcharge payments or material price adjustments allowed

ARG

Amendment created to modify Ship from DUNS number to reflect Albeit Weber/Belleville warehouse

Duning Duns: 000166884

Ariuro Peniche Buyer Code, XSJ Ph 52 55 5901 3165 September 14th, 2007

Terms & Conditions:

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Contract Line Hem Page:

Amendment Number: 001

2 of 4

Issue Date: 14-Sep-2007

Standard Blanket Contract Number: 1KPC0000

Part Number: 000000012598610

	This Period offuctive horn	01-Jan-2008	gitonight	28-Fab-2010
reight Terms:				Collect
ayment Terms:				(88) MNS-2. On average, payment sha
				be made on the second day of the
				second month following Buyers receipt
				date of goods or services.
alivary Terms:				Free Carrier (FCA)
lelivery OUNS:				00316123579
hip From DUNS.				00000166884
ally Capacity:				10
lours Per Day Price Type:				5
nce type:				Gxpendable
III Prices are expressed in	USD			747.0406
				242.8400
				242 8400
JOM: locciving Plants and Plant Pe	rcentage			242 8400
JOM: Receiving Plants and Plant Pe	rcentage			242 8400
JOM: Receiving Plants and Plant Pe As scheduled Forms & Conditions:	rcentage			242 B400 PIECI
UOM: Receiving Plants and Plant Pe As scheduled Forms & Conditions:	rcentage This Pariant affective from	01-Nar-X010	Osca n gli	242 B400 PIECI
UOM: Receiving Plants and Plant Pe As scheduled Forms & Conditions: TOP		01-N3r-2010	Oroxegii	242 8400 PIECI 100% za-Fou-2011
JOM: Receiving Plants and Plant Peles scheduled Forms & Conditions: TOP		01-Mar-2010	धारकानुमे	242 8400 PIECI 100 % 20-600-2011
JOM: Receiving Plants and Plant Pe As scheduled Forms & Conditions: TOP Freight Terms.		01-Mar-2010	Orough	242 8400 PIECI 100% 20-600-2011 Collect (88) MNS-2, On average, payment si
JOM: Receiving Plants and Plant Peles scheduled Forms & Conditions: TOP		91-Nar-₹810	Browgh	242 8400 PHEC 100% 20-60-2011 Collect (88) MNS-2, On average, payment sl be made on the second day of the
JOM: Receiving Plants and Plant Peles scheduled Forms & Conditions: TOP		01-Mar-2010	Browgh	242 8400 PIECI 100% Za-Fob-2011 Collect (88) MNS-2, On average, payment of the made on the second day of the second month following Buyers received:
JOM: Receiving Plants and Plant Peles scheduled Forms & Conditions: TOP Freight Terms. Payment Terms:		01-Nar-¦810	Orrengh	242 8400 PHEC. 100% Collect (88) MNS-2, On average, payment si be inade on the second day of the second month following Buyers received to a goods or services
COM: Receiving Plants and Plant Pe As scheduled Forms & Conditions: CTOP Freight Terms. Payment Terms:		01-Mar-2010	Orewyłi	242 8400 PIEC 100% Collect (88) MNS-2, On average, payment sl be made on the second day of the second month following Buyers received also of goods or services Free Carrier (FCA)
JOM: Receiving Plants and Plant Pe As scheduled Forms & Conditions: TOP Freight Terms. Payment Terms: Delivery Terms:		01-мэг-2010	Օւշացի	242 8400 PIEC 100% Collect (88) MNS-2, On average, payment sl be made on the second day of the second month following Buyers received to goods or services Free Carrier (FCA) 00316123579
Folial Price: UOM: Receiving Plants and Plant Pe As scheduled Forms & Conditions: TOP Freight Terms. Payment Terms: Delivery Terms: Delivery DUNS; Ship From OUNS. Daily Capacity:		01-Mar-2010	ઉપલક્ષણી	242 8400 PIECI 100% Za-Fau-2011 Collect (88) MNS-2, On average, payment of the made on the second day of the second month following Buyers receipted also of goods or services Free Carrier (FCA)

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Contract Line Hem Page: Issue Date: 14-Sep-2007 Standard Blanket Contract Number: 1KPC0000 Amendment Number: 001 Part Number: 000000012598610 Price Type: Expendable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Pricos are expressed in USQ Base Price: 238.521251 Total Price: 238.521251 LUOM: PIECES Receiving Plants and Plant Percentage As schedular 100% **Terms & Conditions** TTOP This Paned attacked from 01-Mai-2011 Uncernio 19-Faly-2012 Freight Terms Collect Payment Terms (88) MNS-2, On averago, payment shalt he made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carrier (FCA) Delivery DUNS: 00316123579 Ship From DUNS: 00000166884 Daily Capacity: 10 Hoors Per Day. 5 Price Type: Expendable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Prices are expressed in USD Base Price: 234 279308 Total Price: 234.279300 DOM: PIECES Recgiving Plants and Plant Percentage As scheduled 100%

Terms & Conditions:

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Contract Line them Page

4 01 4

Standard Blanket Contract Number 1KPC0000

Amendment Number: 001

Issuo Oate 14-Sep-2007

Part Number 000000012598610

TOP

This Period offocilive from U.F.	-Mar-2012 through 28-Pcb-2013
Freight Yerms	Colleçi
Payment Terms:	(UB) MNS-2, On average, payment shall
	be made on the second day of the
	second month following Buyers receipt
Callygon Yanna	date of goods or services.
Octivery Yerms:	Free Carrier (FCA)
Octivery DUNS.	00316123579
Ship From DUNS Daily Capocity:	00000166884
Pours Per Day:	10
Price Type.	5
rice Type.	Expendable
Price Composition: The Total Price is composed of Base Price plus any Ba applicable taxes.	aso Material costs, Price Component costs and any
All Prices are expressed in USD	
Base Price:	
	230.112803
Table 10 A	
Total Price:	
Total Ynce: UQM:	230.112805

Terms & Conditions:

TTOP

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Contract Line Item Page:

1 of 3

Standard Spot Buy Contract Number: 1KPC000C

Amendment Number, 000

Issue Date: 10-Jan-2008

Part Number: 000000012598610



LINE ITEM DETAIL for TOOLING CONTRACT

General Motors Corporation

This Line Item is effective from 10-Jan-1008 through 10-dan-2011

Part Description:

Amendment Reason:

CRANKSHAFT ASM Contracting New Parts

Manufacturing OUNS Number:

00316123579

Supplier Name and Manufacturing Address:

ALBERT WEBER GMBH OTTO LILIENTHAL STRIS 88677 MARKDORF GERMANY

Buyer Name:

Rodarte, Anlero

Buyer Code:

M33

Phone

+52 555901 3774

Fax

+52 555901 3571

Tooling Capacity:

Tooling Capacity Hours: Hazardous Material Indicator: 8,800

20

N

Line from Notes:

Purchase order issued to cover line cost of special permanent tools, dies, patterns, and/or molds necessary to produce part number, part description, as follows:

PN: 12598610

Program, LS9 V8 engine

Price type: Bulk

Supplier contact: Daniel Weber

Physical Location of tooling: Markforf, Germany

Tool Capacity, 8,800

Note: tool will support also production of 12568820 (LS7)

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Case 2:08-cv-12671-LPZ-SDP Document 11-7 Filed 05/22/2009 Page 21 of 23

Contract Line Item Page. 2 of 3 Issue Date. 10-Jan-2008 Slandard Spot Buy Contract Number: 1KPC000C Amendment Number: 000 Part Number: 000000012598610 Fool Description Unit Price (EUR) Forging \$160,000 Milling/drilling, \$27,747 Grinding...... \$57,967 Hardening & Rolling.\$19,580 Gundrill \$15,549 Washing...... \$5,033 Quality. \$12,957 Supplier is required to mark all General Motors tools with the GM Identification Tags. All pricing and looling is subject to GM audit. If machinery and equipment as defined by GMs tooling guidelines, is listed on this order, the price of that M&E will be debited from that looking order, and no adjustment to piece price will be permitted. Additionally, if the value of the tool(s) are less than the quoted amount per GMs tooling team, that value of those tools will be reduced to the amount specified by the aforementioned group Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed Failure to do so will result in an equitable adjustment to the purchase order and for debit. GM tooling Guidelines apply Arkiro Peniche per Antero Rodarle Ph. 52 55 5901 3165 Buyer Code: XSJ January 10th, 2008 Terms and Conditions: Freight Terms: Collect Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carrier (FCA) Delivery DUNS 00316123579

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Contract Line Item Page:

3 of 3

Issue Date: 10-Jan-2008

Standard Spot Buy Contract Number: 1KPC000C

Amendment Number: 000

Part Number: 000000012598610

Ship From DUNS:

00316123579

Price Type:

Bulk

Price Composition:

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in

EUR

Quantity:

Base Price

376,327.000000

Total Price:

376,027.000000

UDM:

LO.L

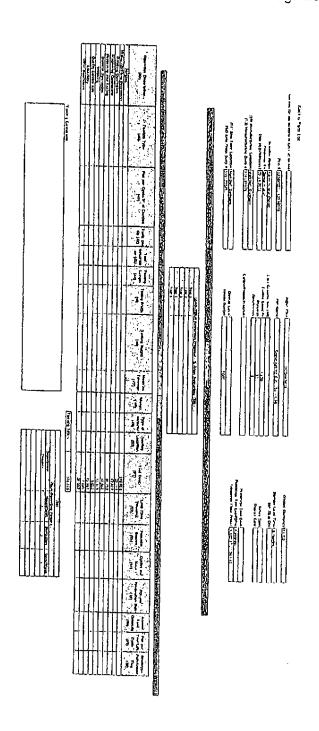
Terms and Conditions:

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Schedule

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EXHIBIT 2

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(Weber Automotive

	 		۵.				a C
	 Date of	Contradiction	09.05.2007 PP	03 08 2007	07 02 2008		
	Number of	Contract Seader		:XPC0003	1KPC0004		1KPC0094
		Contract Header Contract Seader Contradiction	26 10 2005	18 11 2008	3E 11.2906	C7.08 2007	14 09 20071
	Date of Order- Date of	Receipt					
	 Quotation	Number			100555/004-012		
		Part Number Oate of Quote Number			24.04.2006		-
		Part Number			12611649		_
-	 	İType		-	1.37		·,
		Project			Supercharged vs		
		Components Project	_		Crankshar		

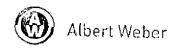
Contract Header Listing - GM several projects

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Quotation

A M. CARLANTIN MARKET



231 Demog Way

Fax:

Castport Commerce Park

Phone: +1 843 875 63 66

E-Mail; into@weber-a.com

Internet, www.weber-a com

Afbert Weber Manufacturing Corp.

Summerville/Charleston 29403 South Carolina USA

±1 843 875 48 28

General Motors de México Mr. Antero Rodarte Senior Buyer Powertrain

Fax:

+55 5901-3774 Telephone: +55 5901-3571

E-Mail.

antero.rodartegarcia@gm.com

Copy:

edgar.orduna@gm.com

Date

24th April 2006

Damet Weber

Telephone Mobile:

043 875-6366 ext. -102

Contact person: Our Reference:

VC-dw

E-Mail:

843 814 8129 d.weber@weber-a.com

Your RFQ dated from October 21st - 6,2L V8 Crankshaft LS7 - Machining Process

Quotation No.: 100555/004-012b

Dear Antero,

We reviewed or last quotation that included the LS7 and quote the LS7 type alone now.

Following you will find our revised quotation along with our terms and conditions:

1. Product and Services Provided

	NAME	Part No	· ·	
1,1	Crankshaft		<u> </u>	Status
	- Anni Sirian	12568820	LS7	17MY04

Complete NC machining and assembly according to drawings, RFQ-data and specifications as

- Part Identification
- Lenghts and Centre Machining
- Milling Cheeks
- Turning Stubend, Flange, Mains
- Milling Crank Pins
- Gundrill Oil Holes

A division of Weber Automotive.

Page 1 of 6

Management hoard Albert Weber Orristian Weber Daniel Weber

Headquarter Germany Otto-Litienthal-Straße 5 D-08677 Markifort

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Quotation



- Pin Drilling (Lightening)
- Main Orilling (Lightening)
- Induction Hardening
- Deep Fillet Rolling
- Machining Ends
- Thrust Bearing Fine Turning and Deep Rolling
- Grinding Main Journals
- Grinding Crank Pins
- Grinding Stubends
- Grinding Flange, Reluctor Ring and Flywheel Pilot
- Balancing
- Crack Detection
- Finishing
- High Pressure Washing
- Final Quality Control
- Classification
- Assembly

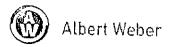
2. Prices, Delivery and Payment Conditions

Based on a contract duration of minimum 8 years, a continuous production and a guaranteed share of 100% of the demand on Crankshaft machining and assembly for the LS7 project. Weber is responsible for the steel-surcharges and they are included in the following prices:

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Quotation



2.1 Crankshaft LS7

	Crankshaft 12568820 - LS7
SOP	06/2007
Duration	8 years
Yearly quantity	6,000 pcs
Total quantity	48,000 pcs
Total in US\$ per pcs incl. packaging	US\$ 331,66
Tooling costs in US\$*	-

^{*(}Fixtures, Tools, Production Set-up, Initial Sample, etc.) for a max, capacity of 52,800 pcs/year, (48,000 pcs +10%)

Note: As forging material we assume the following materials. 4140, 4340

Ratio: We allow a 1,5%-ratio starting from the second full production year and lasting for 3 years maximum.

Ralio	06/2007	2008	2009	2010	2014					
107			2009	2010	2011	2012	2013	2014	2015	ĺ
L37	142,73	142,73	140,62	138,54	136.50	136,50	136,50	136,50	120 00	
_			L	<u> </u>		.00,00	100,00	130,30	136,50	1

2.2 Prices:

+ value added tax

2.3 Price Basis

2006

Delivery:

FCA Albert Weber GmbH, Germany

2.5 Payment Terms:

Parts:

in 30 days after delivery, net

<u>Tooling</u>

50% after receiving of order

50%

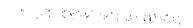
after validation of sample parts.

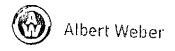
latest 30 days after sample parts introduction

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Quotation





3. Delivery, Production and Contract Duration

3.1 Delivery/Time schedule

Sample Parts/Pre-production Parts

Sample parts will be introduced in 6 months after placing of order Pre-production parts can be delivered for machining costs of:

	3050501							
D	Crankshaft 12568820 - L\$7							
Lie.biodnetiou								
Price per pos in	1156 4 227 40							
LUS\$	US\$ 1.337,18							

Series Production

Series production will start 12 months after placing of order and clarification of all associated details.

3.2 Production

We calculate for our production process a flexibility within \pm 10% and produce each day constant the average of the yearly volume respective of the volume for the next 6 months period.

(volume of the year divide by 250 days/year).

For our production and capacity planning we need 6 months ahead a forecast of your demands for the following 6 months period.

An increase in demand and capacity more than plus 10% needs to be ordered 6 months ahead of delivery date for increased volume.

3.3 Duration of contract and supply of the 100%-demand

The contract duration is fixed agreed corresponding to item 2 for a minimum Total of 48,000 pieces.

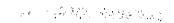
The Albert Weber Manufacturing Corp. will install the requested capacity with the payment of

GM is committed to purchase exclusive the 100% demands in LS7 Crankshaft machining and assembly from Albert Weber and will not purchase machining or assembly capacity from any other supplier during the duration of contract or will not establish in-house production.

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Quotation





4. Obligation to deliver and Obligation to accept Deliveries

We are obliged to fulfil the respective volumes according to quality, quantity and on-time deliveries, and so is the purchaser. The party that violates this agreement fully covers the other parties compensation.

5. Provisions

5.1 Rejects

In case of quality complaints caused by defective parts supplied by us, we will receive a written report according to DIN ISO 9002 and appropriate time for repair or to send substitute parts.

Costs for any repairs at the receiving plant being performed without our prior approval will be refused

In principle we are not liable for any direct or indirect damages caused by defective material supplied by us.

5.2 Machine Scrap

For machine scrap we consider the following rates for which we are not liable for the value of the forgings:

Process Sclup

50 pieces

Series Production:

2% after initial sample approval

6. GM Terms & Conditions / Supplier Quality System Requirements

The Albert Weber Manufacturing Corp. does accept the GM Terms & Conditions as confirmed in this quotation. For all further requirements it is necessary to confirm the validity in a separate acknowledgement.

Regarding the Supplier Quality System Requirements we confirm the TS 16949 standards and will determine the valid requirements for our company together with the GM Supplier Quality Engineer after receiving of order.

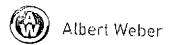
Albert Weber does accept the GM Terms & Conditions.

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Quotation





7. Ownership of Tooling

With the payment of the tooling costs GM will have the ownership of the tooling. By the Albert Weber Manufacturing Corp. remains the right to use the tooling for an unlimited time period.

8. Quotation Validity

This quotation is valid for 3 months from the date of issue.

This quotation is only valid in connection with the offer 100555/001-003 Crankshaft V8 4.6 ξ

We hope the above quotation is clear, and that we will be able to meet your needs.

As a specialist in the contract manufacturing of engine and drive train components for the automotive industry and engine manufacturers, we can ensure you that our products will meet your high quality standards and that our deliveries will be reliable

We are looking forward to hearing from you.

Best regards,

Daniel Weber

Albert Weber Manufacturing Corp.

A division of Weber Automotive

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Contract Line flem Page

1 01 5

Issue Date: 26

SQ-Oct-S008

Standard Blanket Contract Number: 1KPC0003

Amendment Number:

000

Part Number:

000000012568820

LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from

01-Aug-2007

through

01-Apr-2010

Part Description: Amendment Reason:

CRANKSHAFT ASM Global Sourcing

Manufacturing DUNS Number:

00316123579

Supplier Name and Manufacturing Address: ALBERT WEBER GMBH
OTTO LILIENTHAL STR 5
88677 MARKOORF
GERMANY

Buyer Name:

Rodarie, Antero Buyer Code:

Buyer Code: M33 Phone: +52

Flax: +52 555901 3774 Fax: +52 555901 3571

Sample Date: Drawing Date:

01-Jan-2007 04-27-06

Hazardous Material Indicator:

N

Line Item Notes: 24-oct-06

'Acting in the name and on behalf of General Molors Corporation, is pleased to announce that your company has been selected as life development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be

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Contract Line Item Page: 2 of 5 issue Date: 26-Oct-2006

Standard Blanket Contract Number: 1KPC0003 Amendment Number: 000

Part Number: 000000012560020

governed by a separate contract with each "Buyer," e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply! Contractual binding documents listed in order of precedence."

Based on GS 1100443416 A. Weber resulted the most competitive supplier and business will be moved to them ASAP.

12568820

Price: 331 66 USO, price includes expandable packaging and rust preventative, it is FCA Germany. Tooling: No charges, it will use the same tooling than LS9 project. Price Reductions.

01-MAY-2006 31-MAR-2007 01-APR-2007 31-JUL-2007 01-AUG-2007 31-JUL-2008 01-AUG-2008 31-JUL-2009 01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

Co-Sourcing Buyer reserves the right to review the competitiveness of components furnished to Setter by lower tier suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer, Seller shall participate in any co-sourcing process and shall provide all necessary support, at no charger to Buyer.

'Development cost Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from tump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid.*

'Intellectual Property GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction, Intellectual property and copyrightable works created by Seller under this contract shall be considered "works made for hire" to the extent that the works do not quality as "works made for hire," Selter hereby assigns to Buyer all right, fille and interest in all copyrights and moral rights therein. At request all drawings and documentation relating to the design will be handed to AOGMBH without delay or hinderance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required.

'Cost Management Process We consider your above mentioned quotation details including the concept sheet valid until SORP! Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR I concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative.'

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Contract Line Item Page.

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Issue Date 26-Oct-2005

Standard Blanket Contract Number: 1KPC0003

Amendment Number: 000 Parl Number:

000000012568820

Supply Chain Buyer reserves the right to after or remove auxilliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, kitting or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly. Additional agreements (lechnical and commercial) Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents, which were not mutually agreed to and signed off by GM engineering and purchasing 'Seller is to contact Engineer at its earliest convenience to commence

participation. Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for protolypes or other items determined necessary.

Antero Rodarte 52-555901-3774

Terms and Conditions: Longlerm Agreement Ell 10/03

This Period effective from

01-Aug-2007

through

31-Jul-2008

Freight Terms:

Payment Terms:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services. Free Carrier (FCA)

Delivery Terms: Delivery OUNS: Ship From DUNS:

00316123579 00316123579

Daily Capacity:

10

Hours Per Day:

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

331,660000

Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -09-50026-mg Proof of Claim Pg 38 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 12 of 32

Contract Line frem Page

4 of 5

Issue Dale

26-Oct-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number: Part Number:

000 000000012560820

Total Price UOM:

EACH

331.668000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TIOP

This Period effective from

01-Aug-2008

through

31-Jul-2009

Freight Terms.

Collect

Payment Terms.

(88) MNS-2. On average, payment shall be made on the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: Free Carrier (FCA)

Delivery DUNS: Ship From DUNS:

00316123579

Daily Capacity:

00316123579

Hours Per Day:

10

Price Type Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

326,685100

Total Price:

UOM:

EACH

326.685100

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TTOP

This Period effective from

01-Aug-2009

through

01-Apr-2010

Freight Terms:

Collect

Payment Terms:

Delivery Terms:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services.

Free Carrier (FCA)

Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -09-50026-mg Proof of Claim Pg 39 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 13 of 32

Contract Line Item Page.

S of 5

Issue Date 26-Oct-2005

Standard Blanket Contract Number: 1KPC0003

Amendment Number: 000 Part Number:

000000012560820

Delivery DUNS-Ship From DUNS:

00316123579 00316123579

Daily Capacity: Hours Per Day:

10

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price.

321.704820

Fotal Price: UOM:

EACH

321 784820

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TTOP

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 40 of 104

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6.23

Contract Line Item Page

1 of 5

Issue Date: 78-Nov-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number: Part Number:

001

000000012568820

LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from

01-Aug-2007

through

01-Apr-2010

CANCELED

Part Description Amendment Reason:

CRANKSHAFT ASM

Cancelled

Manufacturing DUNS Number: 00316123579

Supplier Name and Manufacturing Address: ALBERT WEBER GMBH OTTO LILIENTHAL STR 5 88677 MARKDORF GERMANY

Buyer Name: Rodarte, Anlero

Buyer Code

Phone

M33

Fax

+52 555901 3774 +52 555901 3571

Sample Date.

Drawing Date.

01-Jan-2007

Hazardous Material Indicators

04-27-06 N

Line Item Notes:

24-oct-06

'Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated shale of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Selfer acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be remibursed or otherwise recovered from General Motors Corporation, or its subsidianes and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 - Proof of Claim Pg 41 of 104

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Contract Line Hem Page. 2 of 5
Standard Blanket Contract
Standard Blan

Standard Stanket Contract Number: 1KPC0003 Amendment Number: 001

Part Number: 000000012568820

governed by a separate contract with each "Buyer," e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will apply! Contractual binding documents listed in order of precedence."

Based on GS 1100443416 A. Weber resulted the most competitive supplier and business will be inoved to them ASAP

12568820

Price: 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany. Tooling. No charges, it will use the same tooling than LS9 project. Price Reductions.

01-MAY-2006 31-MAR-2007 01-APR-2007 31-JUL-2007 01-AUG-2007 31-JUL-2008 01-AUG-2008 31-JUL-2009 01-AUG-2009 01-APR-2010 321-784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing Buyer reserves the right to review the competitiveness of components furnished to Setter by lower tier suppliers. Such review may involve joint activities of Buyer and Setter (co-sourcing). When requested by Buyer, Setter shall participate in any co-sourcing process and shall provide all necessary support, at no charger to Buyer.' 'Oevelopment cost Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from tump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid.'

Intellectual Property GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Selter under this contract shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire," Selter bereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and documentation retaining to the design will be handed to AOGMBH without delay or hinderance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required.

'Cost Management Process We consider your above mentioned cuplation details including the concept sheet valid until SORP! Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative.'

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Contract Line Item Page:

3 of 5

Issue Date: 28-Nov-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number: Part Number:

001

000000012568820

'Supply Chain Buyer reserves the right to alter or remove auxilliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, killing or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly. Additional agreements (technical and commercial): Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents, which were not mutually agreed to and signed off by GM engineering and nurchasing." Seller is to contact Engineer at its earliest convenience to commence participation. Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prototypes or other items determined necessary.

Antero Rodarte 52-555901-3774

Terms and Conditions: Longterm Agreement Eff 10/03

This Period effective from

01-Aug-2007

lbrough

31-Jul-2008

Freight Terms:

Collect

Payment Terms:

(88) MNS-2. On average, payment shall be made on

the second day of the second fronth following

Buyers receipt date of goods or services. Free Carrier (FCA)

Delivery Terms.

Delivery DUNS Ship From DUNS:

Daily Capacity

Hours Per Day Price Type

00316123579 10

00316123579

Ехрелдафіе

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

331 660000

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Contract Line Item Page

4 of 5

Issue Date 28-Nov-2006

Standard Blanket Contract Number: 1KPC0003

Amendment Number:

Part Number:

000000012558820

Total Price:

UOM:

EACH

331.660000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions.

TTOP

This Period effective from

01-Aug-2008

through

31-Jul-2009

Freight Terms:

Payment Terms

(88) MNS-2. On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services. Free Carrier (FCA)

Delivery Terms: Delivery DUNS:

00316123579

Ship From DUNS: Daily Capacity.

00316123579 10

Hours Per Day:

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

5

Base Price:

326.685100

326.685100

Total Price

UOM:

EACH

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TTOP

This Period effective from

01-Aug-2009

through

01-Apr-2010

Freight Terms:

Payment Terms:

(88) MNS-2, On average, payment shall be made on

line second day of the second month following Buyers receipt date of goods or services.

Delivery Termis:

Free Carrier (FCA)

Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -09-50026-mg Proof of Claim Pg 44 of 104

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Contract Line Item Page.

Issue Date: 20-Nov-2006

Standard Blanket Contract Number: 1KPC0003

001

Amendment Number: Part Number.

000000012568820

Delivery DUNS:

Ship From DUNS. Daily Capacity:

00316123570 00316123579 10

Hours Per Day:

5

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price

321 764820

Total Price:

UOM:

EACH

321,784820

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

TOP

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(5 1

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Contract Line Hern Page.

1 al 5

Issue Date 28-Nov-2006

Standard Blanket Contract Number: 1KPC0004

Amendment Number:

000

Part Number:

000000012611649

LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from

01-Aug-2007

through

01-Apr-2010

Part Description: Amendment Reason:

CRANKSHAFT ASM

Engineering changes (Low APV)

Manufacturing DUNS Number: 00316123579

Supplier Name and Manufacturing Address: ALBERT WEBER GMBH OTTO LILIENTHAL STR 5 88677 MARKDORF GERMANY

Buyer Name: Rodaite, Antero

Buyer Code:

Phone. Fax:

+52 555901 3774 +52 555901 3571

Sample Date:

01-Jan-2007

Drawing Date:

09-06-06

Hazardous Material Indicator:

Line Item Notes:

24-001-06

'Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or atherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed terms and conditions of our commitment to your company will be

09-50026-ma Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 46 of 104

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Contract Line tiem Page

2 of 5

Issue Date 20-Nov-2005

Standard Blanket Contract Number: 1KPC0004

Amendment Number: 000

Part Number:

000000012611649

governed by a separate contract with each "Buyer," e.g., General Motors Corporation or its subsidiary or alliliate. The General Purchasing Terms and Conditions of each Buyer will apply! Contractual binding documents listed in order of precedence."

Based on GS 1100443416 A, Weber resulted the most competitive supplier and business will be moved to them ASAP.

12568820

Price : 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany Tooling. No charges, it will use the same tooling than LS9 project. Price Reductions:

01-MAY-2006 \$1-MAR-2007 331,660000 USD 01-APR-2007 31-JUL-2007 331,660000 USD 01-AUG-2007 31-JUL-2008 331 660000 USD 01-AUG-2008 31-JUL-2009 326.685100 USD 01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece price will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing Buyer reserves the right to review the competitiveness of components furnished to Seller by lower her suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer. Seller shall participate in any co-sourcing process and shall provide all necessary support, at no charger to Buyer. Development cost Buyer reserves the right to pay the engineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from tump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid."

Intellectual Property GM will be the owner of all technical information and rights (including patents) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Seller under this contract shall be considered "works made for hire." to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and documentation relating to the design will be handed to AOGMBH, without delay or hinderance. Such right, fille and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required."

Cost Management Process We consider your above mentioned quotation details including the concept sheet valid until SORP! Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost impacts prior to the approval of the change. All potential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will be allowed without the written approval of Lead Buyer's Purchasing Representative."

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Contract Line Item Page 3 of 5

Issue Oate: 28-Nov-2006

Standard Blanket Contract Number: 1KPC0004

Amendment Number: 000

Part Number: 000000012611649

'Supply Chain Buyer reserves the right to after or remove auxilliary services and their respective costs in connection with the delivery of parts (such as extent of subassembly, sequencing, killing or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly. Additional agreements (technical and commercial). Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents, which were not mutually agreed to and signed off by GM engineering and purchasing." Seller is to contact Engineer at its earliest convenience to commence

participation. Sciller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prolotypes or other items determined necessary.

Antero Rodarte 52-555901 3774

WO CLFKT - 633382

Description, release of part number for Weber Crankshaft

New part number: 12611649

This Purchase Older replaces 1KPC0-003

Rafael Morado for Antero Rodarte

November 28, 2006

Terms and Conditions: Longlerm Agreement Eff 10/03

This Period effective from

81-Aug-2007

through

31-Jul-2008

Freight Terms:

Coffect

Payment Terms:

(88) MNS-2, On average, payment shall be made on the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: Free Carrier (FCA)

Delivery DUNS: 00316123579 Ship From DUNS: 00316123579 Daily Capacity:

10 Hours Per Day:

Price Type Expendable

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Contract Line Item Page:

4 5/ 5

Issue Date

28-Nov-2006

Standard Blanket Contract Number: 1KPC0004

Amendment Number:

Part Number:

000

000000012611649

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

331.660000

Total Price:

UOM:

EACH

331.660000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions.

C4 Schedule TIOP

This Penad effective from

01-Aug-2008

through

31-Jul-2009

Freight Terms:

Collect Payment Terms:

(88) MNS-2. On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services. Free Carner (FCA)

Delivery Terms: Delivery DUNS: Ship From DUNS:

00316123579 00316123579

Daily Capacity: Hours Per Day:

10

5

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

326.685100

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 49 of 104

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Contract Line Item Page.

5 of 5

Issue Date: 28-Nov-2006

Standard Blanket Contract Number: 1KPC0004

Amendment Number:

Part Number: 000000012611649

Total Price:

UOM:

EACH

326.685100

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4 Schedule **40TT**

This Period effective from

01-Aug-2009

lhraugh

01-Apr-2010

Freight Terms:

Collect

Payment Terms:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00316123579

Ship From DUNS: Daily Capacity:

00316123579

Hours Per Day:

10 5

Price Type

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Dase Price

321.784820

Total Price:

UOM:

EACH

321 784820

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Schedule

TOP

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(%) 1;

Contract Line Item Page: 1 of 5

Standard Blanket Contract Number: 1KPC0004

Amendment Number: 001 Part Number: 000000012611649



LINE ITEM DETAIL General Motors Corporation

This Line flem is effective from - 01-Aug-2007 - through - 01-Apr-2010

Part Description: Amendment Reason: CHANKSHAFT ASM Duns Number Maintenance

Issue Date: 07-Aug-2007

Manufacturing DUNS Number: 00316123579

Supplier Name and Manufacturing Address: ALBERT WEBER GMBH OTTO LILIENTHAL STR 5 88677 MARKDORF GERMANY

Buyer Name: Peniche, Arthuro

Buyer Code:

Phone: +52 55 6901 3165 Fax. +52 55 6901 3141

Sample Date: 01-Jan-2007
Drawing Date: 07-18-07
Hazardous Material Indicator: N

XSJ

Line Item Notes: 24-oct-06

Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. It is the intent of General Motors Corporation, to utilize these parts on stated share of the quoted business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and it their respective managements approve their specific programs. Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

Setter acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time.

expenditures made or expenses incurred by Seller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered by Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs.

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Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 25 of 32

Contract Line Item Page: 2 of 5

Standard Blanket Contract Number: 1KPC0004

Amendment Number: 001

Issue Date 07-Aug-2007

Part Number: 000000012611649

Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time

from General Motors Corporation, or its subsidiaries and affiliates iter's sole risk and shall not be reimbursed or otherwise recovered by Corporation and its subsidiary and affiliates will issue production confliacts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including pince, tooling, quality, reliability, service, delivery and lead time

General Purchasing Terms and Conditions subsidiaries and affiliates.ller's sole risk and shall not be reimbursed or otherwise recovered by Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and largets including price, tooling, quality, reliability, service, delivery and lead time

The detailed terms and conditions of our commitment to your company will be governed by a separate contract with each Buyer, e.g., ed ny Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including plice, tooling, quality, reliability, service, delivery and lead time

General Motors Corporation or its subsidiary or allitiate. The General Purchasing Terms and Conditions of each Buyer will applylighted by Corporation and its subsidiary and affiliates will issue production confracts to your company when and if their respective managements approve their specific programs Production contracts, of course, will be subject to your companys successful completion of development work that meets the established requirements and targets including price, tooling, quality, reliability, service, delivery and lead time. Contractual binding documents listed in order of precedence:

Based on GS 1100443416 A. Weber resulted the most competitive supplier and business will be moved

12568820

Price: 331.66 USO, price includes expendable packaging and rust preventative, it is FCA Germany Tooling: No charges, it will use the same tooling than LS9 project. Price Reductions

01-MAY-2006 31-MARI-2007 331 660000 USD 01-APR-2007 31-JUL-2007 331,660000 USD 01-AUG-2007 31-JUL-2008 331.660000 USD 01-AUG-2008 31-JUL-2009 326.685100 USD 01-AUG-2009 01-APR-2010 321.784820 USO

No changes on the piece price will be made based on material fluctuations

Estimated date to start supplying GM April 2007

Co-Sourcing

Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tion suppliers ost competitive supplier and business will be moved to them ASAP.

Price 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany Tooling: No charges, it will use the same tooling than LS9 project. Price Reductions:

01-MAY-2006 31-MAN-2007 331.660000 USD

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 52 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 26 of 32

Contract Line Item Page:

3 of 5

Standard Blanket Contract Number: 1KPC0004

issue Date: 07-Aug-2007

Part Number: 000000012611649

Amendment Number: 001

01-APR-2007 31-JUL-2007 01-AUG-2007 31-JUL-2008

331,660000 USO 331.660000 USD

01-AUG-2008 31-JUL-2009

326.685100 USD

01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece price will be made based on malerial fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing

Such review may involve joint activities of Buyer and Seiler (co-sourcing), ed to Seller by lower lies suppliers, ost competitive supplier and business will be moved to them ASAP.

Price . 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany Tooling. No charges, it will use the same tooling than LS9 project

Price Reductions

01-MAY-2006

Terms & Conditions: Longlerm Agreement Ell 10/03

L	This Period effective from	01- Aug 2007	lhrough	3 E-Jed-2000
Freight Terms:			***************************************	
Payment Terms:				Collect
				(88) MNS-2, On average, payment sha
				be made on the second day of the
				second month following Buyers receipt
Delivery Terms:				date of goods or services.
Delivery DUNS:				Free Carner (FCA)
Ship From DUNS:				00316123579
Daily Capacity				00000166884
Hours Per Day:				10
Price Type:				5
				Expendable
Price Composition: The Total Price is composed pplicable taxes.	of Base Price plus any	Base Materia	ol costs, i	Price Component costs and any
Il Prices are expressed in lase Price:	USD			
otal Price:				331.860000
OM:				331,660000

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 - Proof of Claim Pg 53 of 104

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Contract Line Item Page: 4 of 5 Issue Date: 07-Aug-2007 Standard Blanket Contract Number: 1KPC0004 Amendment Number: 001 Part Number: 000000012611649 As scheduled 100% Terms & Conditions: C4 Schedule TOP This Period effective from 01-Aug-2000 through 31-301-2009 Freight Terms: Collect Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carrier (FCA) **Delivery DUNS:** 00316123579 Ship From OUNS: 00000166884 Daily Capacity: 10 Hours Per Day: 5 Price Type: Expendable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Prices are expressed in USD Base Price: 326.68\$100 Total Price: 326.685100 UOM: EACH Receiving Plants and Plant Percentage As scheduled 100% Terms & Conditions: C4 Schedule TOP This Pariod effective from Q1-Aug-2009 through 01-Αμε-2010 Freight Terms: Collect Payment Terms: (08) MNS-2, On average, payment shall be made on the second day of the

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 54 of 104

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(47 5

Contract Line Hem Page:

1 of 5

Standard Blankot Contract Number: 1KPC0004

Amendment Number: 003

Issue Dale: 14-Sep-2007

Part Number: 000000012611649



LINE ITEM DETAIL General Motors Corporation

This Line bear is effective from

U1-A(49-2007

thinugh

D1-Apr-2010

Part Obscription: Amendment Reason:

CRANKSHAFT ASM

Duns Number Maintenance

Manufacturing DUNS Number: 00316123579

Supplier Name and Manufacturing Address; ALBERT WEBER GMBH OTTO LILIENTHAL STR 5 88677 MARKDORF GERMANY

Buyer Name: Peniche, Adhuro Huyer Code.

Phone:

XSJ

Fax

+52 55 5901 3165

+52 55 5901 3141

Sample Date: Drawing Date:

Hazardous Material Indicator:

01-Jan-2007

07-18-07

Line (tem Nolcs:

24-act-06

'Acting in the name and on behalf of General Motors Corporation, is pleased to announce that your company has been selected as the development/production supplier for the subject parts quoted above. it is the intent of General Motors Corporation, to utilize these parts on stated share of the quotet business (see above). General Motors Corporation and its subsidiary and affiliates will issue production contracts to your company when and if their respective managements approve their specific programs. Production contracts, of course, will be subject to your company's successful completion of development work that meets the established requirements and targets including price, locking, quality, reliability. service, delivery and lead time. Seller acknowledges that the parts have not been released for production, and agrees that until the production contract(s) are issued, any expenditures made or expenses incurred by Soller shall be made at Seller's sole risk and shall not be reimbursed or otherwise recovered from General Motors Corporation, or its subsidiaries and affiliates. General Purchasing Terms and Conditions The detailed lerms and conditions of our commitment to your company will be governed by a separate contract with each 'Buyer,' e.g., General Motors Corporation or its subsidiary or affiliate. The General Purchasing Terms and Conditions of each Buyer will applya Contractual binding documents listed in order of precedence:

Based on GS 1100443416 A. Weber resulted the most competitive supplier and business will be moved

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Contract Line Item Page.

2 of 5

Issue Date: 14-Sep-2007

Standard Blanket Contract Number: 1KPC0004 Amendment Number: 003

Part Number: 000000012611649

to them ASAP.

12568820 488,63

Place 331.66 USD, price includes expendable packaging and rust preventative, it is FCA Germany Tooling: No charges, it will use the same tooling than LS9 project.

Price Reductions

01-APR-2007 31-JUC-2007

331,660000 USD 01-AUG-2007 31-JUL-2008 331.660000 USD ~

01-AUG-2008 31-JUL-2009 326.685100 USD 01-AUG-2009 01-APR-2010 321.784820 USD

No changes on the piece plice will be made based on material fluctuations.

Estimated date to start supplying GM April 2007

'Co-Sourcing

Buyer reserves the right to review the competitiveness of components furnished to Seller by lower tier suppliers. Such review may involve joint activities of Buyer and Seller (co-sourcing). When requested by Buyer, Seller shall participate in any co-sourcing process and shall provide all necessary support, at no

'Development cost

Buyer reserves the right to pay the origineering development and design cost either as a lump-sum or as part of the piece price. Buyer is also entitled to switch at any time from tump sum payment to payment through the piece price. In such case the piece price over the contract term will be adjusted for the amount of any cost so far unpaid."

Intellectual Property

GM will be the owner of all technical information and rights (including paterals) that result from your development work, and may use and allow others to use such technical information and rights without restriction. Intellectual property and copyrightable works created by Seller under this contract shall be considered works made for hire. To the extent that the works do not qualify as 'works made for hire.' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. At request all drawings and elecumentation relating to the design will be handed to ADGMGH without delay or hinderance. Such right, title and interest shall be deemed paid for by payment of the agreed development price, with no additional payment required."

'Cost Management Process

We consider your above mentioned quotation details including the concept sheet valid until SORFA Minor design iterations to meet quoted functional, performance and design specifications will not be considered for cost review. Major design, performance or functional changes deviating from the final SOR / concept will be reviewed jointly for cost Impacts prior to the approval of the change. All polential piece price and tooling cost changes must be communicated immediately in writing with a revised concept sheet to the Lead Buyer's Purchasing Representative. No increase or reduction of any kind will the allowed without the written approval of Load Buyer's Purchasing Representative."

Buyer reserves the right to after or remove auxilliary services and their respective costs in connection with the delivery of parts (such as extent of subassombly, sequencing, killing or material delivery requirements) until SORP based on your company's latest quote mentioned above and reduce the purchase price accordingly.

Additional agreements (rechnical and commercial):

Supplier is responsible for all unstated deviations from the technical specifications, statements of work, and supporting documents which were not mutually agreed to and signed off by GM engineering and

Seller is to contact Engineer at its earliest convenience to commence participation. Seller will be contacted shortly by buyer to review the development program. At that time the buyer will also review the procedures which will be utilized should the issuance of Purchase Contracts for prototypes or other items determined necessary."

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Issuo Date: 14-Sep-2007

Contract Line tlam Page: 3 of 5 Standard Blanket Contract Number: 1KPC0004

Amendment Number: 003 Part Number: 000000012611649

Antero Rodarie 52-555901-3774

WO CLFKT - 633382

Description, release of part number for Weber Crankshaft

New part number: 12611649

This Purchase Order replaces 1KPC0-003

Rafael Morado for Antero Rodorte

November 28, 2006

Amendment created to mortify Ship from DUNS number to reflect Weber/Belleville warehouse

relationship.

Dummy Duns Created, 000166884

Arturo Peniche Buyer Code, XSJ Ph. 52 55 5901 3165 August 7th, 2007

Amendment created to correct supplier capacity from 10 parts daily to 24 per small sent by Daniel Weber

Arturo Penicho Buyer Code: XSJ Ph. 52 55 5901 3165 Soplember 7th, 2007

Amendment created to modify Ship from DUNS number to reflect Albeit Weber/Belleville warehouse

relationship.

Dummy Duns: 000166884

Arturo Peniche Boyer Code: XSJ Ph. 52 55 5901 3165 September 14th, 2007

Terms & Conditions:

Longterm Agreement Eff 10/03

Fire Period offective from 01-Aug-2007 through 11-Jul-2008

Freight Terms:

Payment Yerms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the

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Contract Line Item Page, 4 of 5	
Standard Blanket Confract Number: 1KPC0004	Issue Date: 14-Sep-2007
Amendment Number: 003	
3000	Part Number: 000000012611649
	second month following Buyers receipt
Delivery Terms:	date of goods or services.
Octivery DUNS:	Free Carrier (FCA)
	00316123579
Ship From DUNS:	00000166884
Daily Capacity:	24
Hours Per Day:	21
Price Type:	Expendable
Price Composition	
The Total Price is composed of Base Price plus any Base Matapplicable taxes.	
applicable taxes.	erial costs, Price Component costs and any
All Prices are expressed in USD	
Base Price:	
	331 660000
Total Price:	251,02622
UOM:	331 860000
Receiving Plants and Plant Percentago	EACH
As scheduled	46.5.90
Terms & Conditions:	100 %
C4	
Schedule	
TIOP	
1000	
This Period effective from 01-Aug-2008	Humsjh 21-1-01-2009
Freight Terms:	
Payment Terins:	Coffect
	(88) MNS-2. On average, payment shall
	be made on the second day of the
	second month following Buyers receipt
Octivery Terms,	date of goods or services.
Delivery DUNS:	Free Carrier (FCA)
Ship From DUNS:	00316123579
Daily Capacity:	00000166884
Hours Per Day:	24
Price Type	21
· ····································	Expendable
Price Composition:	- Principle
The Total Price is composed of Base Paters	
The Total Price is composed of Base Price plus any Base Maler applicable taxes.	rial costs, Price Component costs and any
	•

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Case 2:08-cv-12671-LPZ-SDP Document 11-8 Filed 05/22/2009 Page 32 of 32

Contract Line Item Page: S of 5 Standard Blanket Contract Number: 1KPC0004	Issue Dale: - 14-Sep-2007
Amendment Number: 003	Part Number: 000000012611649
All Prices are expressed in USD Dase Price;	
Dase Price:	326 685100
Total Price:	230 00/ 400
UOM:	326.685100
Receiving Plants and Plant Percentage	EAGH
As schedulad	100 %
Terms & Conditions:	••
C4	
Schedule TTOP	
1102	
Has Period ellective warm 01-Aug-?	000 dunigh DI-Apr-7810
Freight Terms:	
Payment Torms:	Collect
	(88) MNS-2, On average, payment shall
	be made on the second day of the
	second month following Guyers receipt
Delivery Terms:	date of goods or services.
Delivery DUNS.	Free Carrier (FCA)
Ship From DUNS:	00316123579
Daily Capacity:	00000166884
Hours Per Day:	24 21
Price Type:	Expendable
Price Composition: The Total Price is composed of Base Price plus any Base Mapplicable taxes.	· ·
All Prices are expressed in USD	
Base Prico:	321.784820
Total Price:	}
UOM-	321 784820
Receiving Plants and Plant Percentage	EACH
As scheduled	100 %
Terms & Conditions:	1969-79
C4	
Schedule	
TYOP	

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EXHIBIT 3

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Weber Automotive



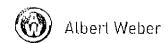
Contract Header Listing - GM several projects

	_
	ir Date of Number of Date of
	Date of Order. Date of Receipt
	_
	Ouotailos Part Number Date of Quote Number
	Part Number
	Type
-	Project
	Components Project

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Quotation



Albert Weber Manudacturing Corp.

Scientific Scientific

231 Deming Way

South Carolina USA

Eastport Commerce Park

Phone +11340 575 63 65 +1 (143 1175 40 70

E-Mail info@weller a con-

latemet www weber-a con-

General Motors Powertrain Group Mr. Henry Hall Global Purchasing and Supply Chain Castings Purchasing Supervisor

Fax: 248-857-4405 Telephone 248-857-2735

E-Mail: henry.c.hall@gm.com

27th March 2006 Contact person Daniel Wober On Reference VC.dw

Telephone 843 875-6366 ext -102 843 014 8129 Mobile: E-Mail: d.weber@webor-a.com

Your RFQ dated on Monday 6th February 2006 - 6,2L V8 LS9 and LSA Cylinder Block -Machining Process

Your RFQ-No.: 1000443191

Quotation No.: 100555/003-003

Dear Henry,

we revised our quotation according to the you last email dated Friday 24th March.

Our quotation for the above mentioned projects, along with our terms and conditions follows

٦. Product and Services Provided

	NAME	Part No		
1.1	Cylinder Block	12602098	LS9	
1.2	Cylinder Block	GPS132901	LSA	

Complete NC machining and assembly according to drawings, RFO-data and specifications

A division of Weber Automotive

Page Fol E

Managament hoard Headquarter Albert Weher Germany Christian Weber Otto-Ulienthal-Straße 5 Damet Weber 0-011677 Markdorf

Case 2:08-cv-12671-LPZ-SDP

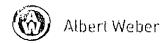
Document 11-10

Filed 05/22/2009

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Quotation

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2. Prices, Delivery and Payment Conditions

Based on a contract duration of minimum 2,4/4 years, a continuous production and a guaranteed share of 100% of the external demand on Cylinder Block machining and assembly for the LS9 and LSA projects, we offer the following prices

2.1 Cylinder Block LS9

	Cylinder Block 12602098
SOP	03/2008
Volume/Duration	4.000/2,4 years
Total quantity	4,000 pcs
Basic Machining costs per pcs in US\$ (yearly)	US\$ 265,00
Total Non Manufacturing Add On Costs in US\$	US\$ 125,00
Total Grand Selling Price per pcs in US\$	US\$ 390,00
Tooling costs in US\$'	US\$ 870,000
	Additional to the Tooling costs for 2.2

(Fixtures, Tools, Production Set-up, Initial Sample, etc.) for a max, capacity of 1,725 pcs/year. (1,500 pcs +15%)

Ratio: optional 2012 - 2013

Ratio	08/2009	08/2010	08/2011	08/2012	08/2013
3% on the machining costs only	US\$	US\$	US\$	US\$	US\$
	257,28	249,79	242,51	235,45	228,59

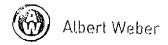
If the contract duration will enlarge for the years 2011 and 2012 we offer the prices mentioned above.

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Quotation

 $||f_{ij}||^{\frac{1}{2}} = ||f_{ij}||^{\frac{1}{2}} + ||f_{ij}||^{\frac{1}{2}}$



2.2 Cylinder Block LSA

Machining starting from honing

	Cylinder Block LSA
SOP	09/2008
Duration	4 years
Yearly quantity	7,000 pcs
Total quantity	28,000 pcs
Basic Machining costs per pcs in US\$	US\$ 70,94
Total Non Manufacturing Add On Costs in US\$	US\$ 17,56
Total Grand Selling Price per pes in US\$	USS 88,50
Tooling costs in US\$*	US\$ 390,000
/Endure Table 3	Additional to the Tooling costs for 2.1

⁽Fixtures, Tools, Production Set-up, Initial Sample, etc.) for a max, capacity of 0,050 pcs/year, (7,000 pcs +15%)

Ratio: optional 2012 - 2013

Ratio 0:	8/2009	08/2010	08/2011	08/2012	08/2013
machining U	S\$	US\$	US\$	US\$	US\$
	4.87	66,87	64,92	63,03	61,19

Note. If the real yearly demand will be outside a range of more than \pm 15%, AW will review and accommodate the prices corresponding.

2.4 Prices:

+ value added tax

2.5 Price Basis:

2006

2.6 Delivery:

FCA Albert Weber Manufacturing, Charleston, SC

Details concerning packaging materials and methods need

to be determined and are not included in the quote

2.7 Payment Terms:

Parts:

in 30 days after delivery, net

Tooling:

50% after receiving of order

50%

after validation of sample parts,

latest 30 days after sample parts introduction

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3. Delivery, Production and Contract Duration

3.1 Delivery/Time schedule

Sample Parts/Pre-production Parts

Sample parts will be introduced in 6 months after placing of order.

Pre-production-prices

Process		
Total Costs per Prototype in	Cylinderblock LS9	Cylinder Block LSA
US\$	US\$ 2,730	US\$ 69.50
Note: We are only able to mark	<u> </u>	

Note: We are only able to machine the prototypes in connection with the series production. The tooling costs for the prototypes are included in the 50% payment after receiving of order.

Series Production

Series production will start in 2008, 12 months after placing of order and clarification of all associated details.

3.2 Production

We calculate for our production process a flexibility within \pm 15% and produce each day constant the average of the yearly volume respective of the volume for the next 6 months

(volume of the year divide by 250 days/year).

For our production and capacity planning we need 6 months ahead a forecast of your demands for the following 6 months period.

An increase in demand and capacity more then plus 15% needs to be ordered 6 months ahead of delivery date for increased volume.

3.3 Duration of contract and supply of the 100%-demand

The contract duration is fixed agreed corresponding to item 2 for a minimum duration of 2,4/4 years.

The Albert Weber Manufacturing Corp. will install the requested capacity with the payment of CM in any

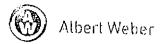
GM is committed to purchase exclusive the 100% demands LS9 and LSA Cylinder Block machining and assembly from Albert Weber and will not purchase machining or assembly capacity from any other supplier during the duration of contract or will not establish in-house production.

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Quotation





Obligation to deliver and Obligation to accept Deliveries 4.

We are obliged to fulfil the respective volumes according to quality, quantity and on-time delivenes, and so is the purchaser. The party that violates this agreement fully covers the

5. Components provided by GM

Packaging material to deliver machined and assembled Cylinder Blocks from Albert Weber Manufacturing Corp., Charleston, to General Motors engine plant.

6. Provisions

6.1 Rejects

In case of quality complaints caused by defective parts supplied by us, we will receive a written report according to DIN ISO 9002 and appropriate time for repair or to send

Costs for any repairs at the receiving plant being performed without our prior approval will be

In principle we are not liable for any direct or indirect damages caused by defective material

6.2 Material Scrao

The prices are based on a maximum 1% foundry scrap rate. In the case we will have a higher scrap rate, GM agrees to reimburse us for our value added above 1%. The price is the same as for good parts.

7. GM Terms & Conditions / Supplier Quality System Requirements

The Albert Weber Manufacturing Corp. does accept the GM Terms & Conditions as confirmed in this quotation. For all further requirements it is necessary to confirm the validity

Regarding the Supplier Quality System Requirements we confirm the TS 16949 standards and will determine the valid requirements for our company together with the GM Supplier Quality Engineer after receiving of order. Albert Weber does accept the GM Terms & Conditions.

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Quotation

16、64 MAL 11、11、11、11、11、11、11。



8. Ownership of Tooling

With the payment of the tooling costs GM will have the ownership of the tooling. By the Albert Weber Manufacturing Corp. remains the right to use the tooling for an unlimited time period

9. Quotation Validity

This quotation is valid for 3 months from the date of issue.

We hope the above quotation is clear, and that we will be able to meet your needs.

As a specialist in the contract manufacturing of engine and drive train components for the automotive industry and engine manufacturers, we can ensure you that our products will meet your high quality standards and that our deliveries will be reliable.

We are looking forward to hearing from you.

Best regards,

Albert Weber Manufacturing Corp.

Daniel Weber

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Contract Line Item Page:

1 of 5

Standard Blanket Contract Number: 1K870000

Amendment Number:

Issue Date. 03-Apr-2006

Part Number:

000000012602098

LINE ITEM DETAIL



General Motors Corporation

This Line Item is effective from

05-Apr-2006

Through

01-Aug-2012

Part Description: Amendment Reason:

BLOCK ASM-ENG

Sourcing New Paris

Manufacturing DUNS Number: 00939963773

Supplier Name and Manufacturing Address: WEBER, ALBERT CO ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29483 UNITED STATES

Buyer Name:

Hall, Henry

Buyer Code

X41

Phone: Fax.

248-857-2735 248-857-4405

Sample Date:

01-Jul-2007

Hazardous Material Indicator:

N

Line Hom Notes:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428)

Block machining and assembly and for the 2009 model year LS9 (12602098) Block machining and assembly. As approved by the Sourcing Board on March

The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is

Separate looking purchase orders will be issued. This is a nomination

no work should be performed against it where there is an expectation of

without a seperate purchase order. New Part nos:------OTC/HRS 12607428-----09/22 12602098-----30/22 Part Description: BLOCK ASM-ENG

Model Year: 2009

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Contract Line flem Page

2 of 5

Issue Date. 03-Apr-2006

Standard Blanket Contract Number: 1K870060

Amendment Number:

Part Number:

000 000000012602098

Program. LSA / LS9 Supercharger Program

Price Type : Returnable PPAP date: 7/1/2007

Supplier Contact, Daniel Weber Supplier Memo Dated: 3/27/2006 Contract Duration : LG+SPQ

Sid Kumar for Henry C. Hall

04/03/2006

Terms and Conditions: Longterm Agreement Eff 10/03

This Period effective from

05-Apr-2006

through

31-Jui-2009

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00939963773

Ship From DUNS: Daily Capacity:

00939963773 30

Hours Per Day: Price Type

22

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

390.000000

Total Price:

COM:

EACH

390,000000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Nominate Schedule TIOP

This Period effective from

01-Aug-2009

through

31-Jul-2010

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Contract Line flem Page.

3 of 5

Issue Date 03-Apr-2006

Slandard Blankel Contract Number: 1K870000

Amendment Number:

Part Number:

000000012602098

Freight Terms:

Payment Terms:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carner (FCA) 00939963773

Ship From DUNS:

00939963773

Daily Capacity: Hours Per Day:

30 22

Price Type

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

382.280000

Total Price:

UOM:

EACH

382.200000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Nominate Schedule TTOP

This Period ellective from

01-Aug-2010

Ihrough

31-Jul-2011

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Daily Capacity: Hours Per Day;

30

Price Type

22

Returnable

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Contract Line flem Page

4 af 5

Issue Date: 03-Apr-2006

Standard Blanket Contract Number: 1K870000

Amendment Number: 000

Part Number:

000000012602098

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

374 790000

Total Price

NOM EACH 374 790000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

Ç4

Nominate Schedule

TTOP

This Period efective from

01-Aug-2011

through

01-Aug-2012

Freight Terms:

Collegi

Payment Terms:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Free Carrier (FCA)

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Daily Capacity:

30

Hours Per Day:

22

Price Type

Returnable

Price Composition.

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USO

Base Price:

367.510000

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Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 13 of 48

Contract Line Item Page.

5 of 5

Issue Date. 03-Apr-2006

Standard Blanket Contract Number: 1K870000

Amendment Number:

000 Part Number;

000000012602098

Total Price:

UOM:

EACH

367.510000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

Nominate Schedule

9011

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 72 of 104

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(554

Contract Line Hem Page

1 of 5

issue Dale: 14-Aug-2006

Standard Blankel Contract Number: 1K870000

Amendment Number: Parl Number:

001 000000012602098

LINE ITEM DETAIL

General Motors Corporation

This Line Item is effective from

05-Apr-2006

through

01-Aug-2012

Part Description:

BLOCK ASM-ENG

Amendment Reason:

Change in Clauses or Terms

Manufacturing DUNS Number. 00939963773

Supplier Name and Manufacturing Address: WEBER, ALBERT CO ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29400 UNITED STATES

Buyer Name: Haidous, Saber

Buyer Code:

X41

Sample Date:

01-Jul-2007

Hazardous Material Indicator:

Line Item Notes:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428)

Block machining and assembly and for the 2009 model year LS9 (12602098) Block machining and assembly. As approved by the Sourcing Board on March

The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is

Separate tooling purchase orders will be issued. This is a nomination contract, and as such,

ng work should be performed against it where there is an expectation of

without a seperate purchase order. New Part nos:------OTC/HRS 12607428-----09/22 12602098-----30/22 Part Description BLOCK ASM-ENG

Model Year: 2009

Program: LSA / LS9 Supercharger Program

Price Type: Returnable

Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -09-50026-mg Proof of Claim Pg 73 of 104

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Contract Line from Page

2 of 5

Issue Date: 14-Aug-2006

Standard Blankel Contract Number: 1K870000

Amendment Number: 001

Part Number:

000000012602098

PPAP date 7/1/2007

Supplier Contact Damel Weber Supplier Memo Dated: 3/27/2006 Contract Duration LG rSPO

Sid Kumar for Henry C. Hall

04/03/2006

GM Powertrain Buyer, Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price

Terms and Conditions: Langterin Agreement Eff 10/03

This Period effective from

05-Apr-2006

through

31-Jul-2009

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on

the second day of the second month following

Ouvers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00939963773

Ship From DUNS:

Daily Capacity:

00939963773

Hours Per Day:

30 22

Price Type

Aetumable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

390.000000

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 74 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 16 of 48

Contract Line tiem Page:

3 of 5

Issue Date:

14-Aug-2006

Standard Blanket Contract Number: ~* K870000

Amendment Number: 001 Part Number:

000000012602098

Total Price:

UOM:

EACH

390.000000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

Ç4 Nominate

Schedule

This Period effective from

01-Aug-2009

Ihrough

31-Jul-2010

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be matte on

the second day of the second month following

Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00939963773

Ship From DUNS:

00939963773

Daily Capacity: Hours Per Day:

30 22

Price Type

Returnable

Price Composition.

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price.

382.280000

Total Price:

UOM: EACH

002.280000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

Nominate

Schedule

TIOP

Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -09-50026-mg Proof of Claim Pg 75 of 104

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Contract Line Item Page: 4 01 5

> Issue Date 14-Aug-2006

Standard Blankel Contract Number: 1K870000

Amendment Number: 001

Part Number: 000000012602098

This Period effective from

01-Aug-2010

through

31-Jul-2011

Freight Terms:

Collect

Payment Terms:

(80) MNS-2. On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services

Delivery Terms:

Delivery DUNS: Ship From DUNS:

Free Carrier (FCA) 00939963773 00939963773

Daily Capacity: Hours Per Day:

30

Price Type Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable

All Prices are expressed in

USD

Base Price:

374.790000

Total Price:

UOM:

EACH

374.790000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4 Nominate Schedule J.LOb

This Period effective from

01-Aug-2011

through

01-Aug-2012

Freight Terms: Payment Torms:

Collect

(88) MNS-2, On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00039963773

Ship From DUNS:

00939963773

Daily Capacity: Hours Per Day.

30

22

Price Type

Returnable

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Contract Line flem Page:

5 of 5

Issue Date: 14-Ang-2006

Standard Blanket Contract Number: 1K870000

Amendment Number: Part Number: 001 000000012602098

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in

USD

Base Price:

367 510000

Total Price:

UOM: EVCH 367.510000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

Nominate

Schedule TTOP

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C89

Contract Line Item Page:

Issue Date. 25-Feb-2007

Standard Spot Buy Contract Number:

1K870002

Amendment Number: 000

Part Number: 000000012602098



LINE ITEM DETAIL for TOOLING CONTRACT

General Motors Corporation

This Line frem is effective from

23-Feb-2007

*lhr*ough

23-Feb 2010

Part Description: Amendment Reason:

BLOCK ASMIENG.

New Part Sourcing (Auction)

Manufacturing DUNS Number:

00939963773

Supplier Name and Manufacturing Address: WEBER, ALBERT CO ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29403 UNITED STATES

Buyer Name: Shakespear, Colette Buyer Code: X41

Tooling Capacity: Tooling Capacity Hours:

8,050 24 08-Oct-007

Tooling Sample Date: Hazardous Material Indicator:

Ν

Line Item Notes:

Purchase order issued to cover the cost of special permanent tools, dies, patterns and/or molds necessary to produce P/N # 12602098

PART DESCRIPTION, as follows:

EWO#: CSXCZ EWO Description Affected P/N: 12602089 Model Year: MY 2009 Program: LS9, Supercharge V8 Capacity . Tooling Capacity 8 050

Currency Type: USD

If machinery and equipment as defined by GM's tooling guidelines is listed the price of that M&E will be debited from the looting order and no adjustment to piece price will be permitted. Additionally, if the value of the tools are less than the quoted amount per GM's looking team, the value of the looks will be reduced to the

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 78 of 104

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Contract Line Hem Page:

2 of 3

Issue Date:

25-Feb-2007

Standard Spot Buy Contract Number:

1K870002

Amendment Number:

000

Part Number:

00000001260209A

amount

specified by the fore-mentioned group. Supplier must provide all requested

data to

GM within a reasonable time and in the manner prescribed. Failure to do so

a equitable adjustment to the purchase order and/or debit. GM tooling guidelines apply,

Price Type: BULK PPAP Date: 10/8/2007

Supplier Contact: Markus Kramer Supplier Memo Dated 2/8/2007

Physical Location of Tooling (city & state): Charleston, SC

Detailed Tooling Breakdown.

Tool Cast Tool Description

..... \$105,900-----Fixitires

\$ 17,100-----Litting fixtures \$ 21,250------Leak Testing

\$ 4,900------Measurement lixtures \$ 26,500-----Measurement looling

\$200,500-----Tooling \$117,750-----Honing \$ 8,500-----Assembly

\$502,400.00 USD-----Total

Total Tooling Cost/Currency: \$502,400.00 USD

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags.

Pierce Guntur for Colette Shakespear 02/23/2007

Terms and Conditions:

Freight Terms:

Collect Payment Terms:

(88) MNS-2, On average, payment shall be made on

the second day of the second month following Buyers receipt date of goods or services

Delivery Terms: Delivery DUNS:

Free Carrier (FCA) 00939963773

Ship From DUNS:

00939963773

Price Type

Bulk

Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -09-50026-mg Proof of Claim Pg 79 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 21 of 48

Contract Line Item Page.

3 of 3

Issue Oate: 25-Feb-2007

Standard Spot Buy Contract Number:

1K870002

Amendment Number:

Part Number:

000

000000012602098

Price Composition:

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in

Quantity.

Base Price:

502,400.000000

Total Price:

UOM:

LOT

502,400.000000

Terms & Conditions:

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 80 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 22 of 48

(89

Contract Line Item Page:

1 of 5

Issue Dale: 20-Jul-2007

Standard Blanket Contract Number: 1K870000

Amendment Number 002

Part Number: 000000012602098



LINE ITEM DETAIL General Motors Corporation

This Line flore is effective from 05-Apr-2005 through 01-Aug 2012

Part Description: Amendment Reason:

BLOCK ASM-ENG

Change in Clauses or Terms

Manufacturing OUNS Number: 00939963773

Supplier Name and Manufacturing Address: WEBER, ALBERT CO. ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29483 UNITED STATES

Buyer Name: Shakespear, Colette

Buyer Code

X41

Sample Date: Drawing Date:

01-Jul-2007 02-15-07

Hazardous Material Indicator:

N

Line Item Notes:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428) Block machining and assembly and for the 2009 model year LS9 (12602098) Block machining and assembly. As approved by the Sourcing Board on March 29, 2005. The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000. Separate looling purchase orders will be issued. This is a nomination contract, and as such, no work should be performed against it where there is an expectation of payment without a seperate purchase order.

New Part nos -----OTC/HRS 12607428------09/22 12602098------30/22 Part Description:BLOCK ASM-ENG

Model Year: 2009

Program: LSA / LS9 Supercharger Program

Price Type : Returnable PPAP date: 7/1/2007 Supplier Contact: Daniel Weber Supplier Memo Dated: 3/27/2006 Contract Duration : LG (SPO)

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 81 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 23 of 48

Contract Line Item Page:

2 of 5

Issue Date 20-Jul-2007

Standard Blanket Contract Number: 1K870000 Amendment Number: 002

Parl Number: 000000012602098

100%

Sid Kumar for Henry C. Hall

04/03/2006

August 14, 2006.

GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price

Revision #002 issued to remove nomination clause. This is a slandard blanket contract released for production, via EWO# CSXCZ

PPAP fentatively scheduled for submission - January 25, 2008. Contact ASQE for PPAP continuation. Any questions contact your buyer above.

Terms & Conditions:

Longlerm Agreement Eff 10/03

This Period allective from	05-Apr-2006	through	31-Jul-2009
Freight Terms:			Collect
Payment Terms:			• • • • • • • • • • • • • • • • • • • •
			(88) MNS-2, On average, payment shall
			be made on the second day of the
			second month following Buyers receipt
Oelivery Terms:			date of goods or services.
Delivery DUNS.			Free Carrier (FCA)
Ship From DUNS:			00939963773
Daily Capacity:			00939963773
Hours Per Day:			30
Price Type:			22
The Type.			Returnable
Price Composition: The Total Price is composed of Base Price plus a applicable taxes.	iny Base Mate	rial costs	, Price Component costs and any
All Prices are expressed in USD			
Base Price:			
			000000000000000000000000000000000000000
Total Price			
UOM:			390.000000
<u> </u>			EACH
Receiving Plants and Plant Percentage		· · · · · · · · · · · · · · · · · · ·	
^s scheduled			1009/

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 - Proof of Claim Pg 82 of 104

Contract Lins flem Page. Standard Blanket Contract Nur Amendment Number: 002	3 of 5 nber: 1K870000			Issue Dale 20-Jul-2007
				Part Number: 000000012602090
Terms & Conditions: C4				
Nominate				
Schedule				
'CTOP				
	This Period effective from	01-4119-2009	thioogh	11-Jai-2010
Freight Terms:				
Payment Terms:				Collect
,				(88) MNS-2, On average, payment shall
				be made on the second day of the
				second month following Buyers receipt
Delivery Terms:				date of goods or services
Delivery DUNS:				Free Camer (FCA)
Ship From DUNS:				00939963773
Daily Capacity:				00939963773
Hours Par Day:				30
Price Type:				22
/ /				Returnable
All Prices on a	Base Price plus a	ny Base Male	erial cost	s, Price Component costs and any
Takan Bar				382.280000
Total Price:				
UOM:				382.280000
Receiving Plants and Plant Perce	entage			EACH
As scheduled				
Ternis & Conditions:				100%
C4				
Schedule Schedule				
Trop				
TI	is Period offective from	01-Atig-2010	Brough	36-Jul-2011
reight Terms:				
Payment Terms:				Collect
				(88) MNS-2. On average, payment shall be made on the second day of the second month following Buyers receipt

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Contract Line Item Page 4 of 5 Issue Date: 20-Jul-2007 Standard Blanket Contract Number: 1K870000 Amendment Number: 002 Part Number: 000000012602090 date of goods or services Delivery Terms: Free Carrier (FCA) Delivery DUNS: 00939963773 Ship From DUNS: 00939963773 Daily Capacity: 30 Hours Per Day: 22 Price Type: Returnable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes. All Prices are expressed in USD Base Price. 374.790000 Total Price: 374.790000 иом: EACH Receiving Plants and Plant Percentage As scheduled 100% Terms & Conditions: Schedute TOP This Period effective from 01-Aug-2011 threagh 01-Aug-2012 Freight Terms: Collect Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services Delivery Terms: Free Carrier (FCA) Delivery DUNS: 00939963773 Ship From DUNS: 00939963773 Daily Capacity: 30 Hours Per Day: 22 Price Type: Returnable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Prices are expressed in

USD

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Contract Line Hem Page: 5 o/ 5

Issue Date: 20-Jul-2007

Standard Blanket Contract Number: 1K870000 Amendment Number: 002

Part Number: 000000012502098

Base Price:

367.510000

Total Price:

UOM:

367 510000

ЕАСН

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

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6.536

Contract Line Item Page

1 of 5

Standard Blanket Contract Number: 1K870000

Amendment Number: 003

Issue Date 03-Aug-2007

Part Number: 000000012602098



LINE ITEM DETAIL General Motors Corporation

This Line item is effective from 05-Apr-2006 dguan# 01-Aug-2012

Part Description: Amendment Reason:

BLOCK ASM-ENG

Engineering Change Special

Manufacturing DUNS Number: 00939963773

Supplier Name and Manufacturing Address: WEGER, ALBERT CO ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29483 UNITED STATES

Buyer Name: Shakespear, Colelle Buyer Cade.

X41

Sample Date: Drawing Date:

Hazardous Material Indicator:

01-Jul-2007 02-15-07

Line Item Notes: July 26, 2007.

GM Powertrain Buyer, Henry C. Half (248) 857-2735

Updating Albert Weber contract for LSA and LS9 Supercharger engines to reflect actual cost of GM sourced Oil Squirter part 12601222. GM directed Albert Weber to use a cost of \$2.00 U.S. dollars per Oil Squirter for LSA/LS9 assemblies 12607428 and 12602098. GM awarded Albert Weber the engine Block machining and assembly business for parts 12607428 and 12602098 on March 29, 2006 (RFO 1000443191). GM awarded Bontaz the Oil Squirler in May of 2006. Bontaz parl 12601222 was released on EWO BXHZJA and sourced by Jamie Malarney under RFO 600455309.

The nomination clause is also removed from these production released parts.

Nomination contract to Albert Weber for the 2009 model year LSA (12607428) Block machining and assembly and for the 2009 model year LS9 (12602098) Block machining and assembly. As approved by the Sourcing Board on March 29, 2006. The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000. Separate tooling purchase orders will be issued. This is a nomination contract, and as such,

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 -Proof of Claim Pg 86 of 104

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Contract Line Item Page:

2 01 5

Issue Date. 03-Aug-2007

Standard Blanket Contract Number: 1K870000

Amendment Number: 003

Part Number: 000000012602098

no work should be performed against it where there is an expectation of payment

without a seperate purchase order. 12607428-----09/22 12602098-----30/22 Part Description BLOCK ASM-ENG Model Year: 2009

Program: LSA / LS9 Supercharger Program Price Type Returnable PPAP date: 7/1/2007 Supplier Contact, Daniel Weber Supplier Memo Dated: 3/27/2006 Contract Outation : LG+SPO

Sid Kumar for Henry C. Half

04/03/2006

GM Powertrain Buyer, Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price.

Hevision #002 issued to remove nomination clause. This is a standard blankel contract released PPAP tentatively scheduled for submission - January 25, 2008. Contact ASOE for PPAP confirmation Any questions contact your buyer above

Terms & Conditions: Longlerm Agreement Eff 10/03

This Pened attective from 26-101-2007 through 31-Jul-2009

Freight Terms:

Payment Terms:

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms: Delivery DUNS:

Free Carrier (FCA)

Ship From DUNS:

00939963773 00939963773

Daily Capacity:

30 55

Hours Per Day:

Price Type:

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 - Proof of Claim Pg 87 of 104

Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 29 of 48

Contract Line Item Page. 3 of 5 Standard Blanket Contract Number: 1K870000 Issue Date: 03-Aug-2007 Amendment Number: 003 Part Number: 000000012602098 All Prices are expressed in USD Base Price: 399 914400 Total Price: 399 914400 UOM: Receiving Plants and Plant Percentage EVCH As scheduled 100% Terms & Conditions: C4 Schedule TIOP This Period effective from 01-Aug-2009 Bucough 31-Jul-2010 Freight Terms: Collect Payment Terms. (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carrier (FCA) Delivery DUNS: 00939963773 Ship From DUNS: 00939963773 Daily Capacity: 30 Hours Per Day: 22 Price Type: Returnable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Prices are expressed in USD Base Price: 391.424000 Total Price: 391.424000 UOM: Receiving Plants and Plant Percentage EACH As scheduled 100% Terms & Conditions: C4 Schedule

09-50026-mg Doc 7047-5 Filed 09/21/10 Entered 09/21/10 17:01:41 Exhibit 3 - Proof of Claim Pg 88 of 104

Contract Line Item Page 4 of 5 Standard Blanket Contract Number: 1K870000 Issue Date: 00-Aug-2007 Amendment Number: 003 Part Number: 000000012602098 TOP This Period effective from 01-Aug-2010 through 31-Jul-2011 Freight Terms: Collect Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carrier (FCA) Delivery DUNS. 00939963773 Ship From DUNS: 00939963773 Daily Capacity: 30 Hours Per Day: 22 Price Type: Returnable Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Prices are expressed in USD Base Price: 303.934000 Total Price: 383,934000 UOM: EACH Receiving Plants and Plant Percentage As scheduled 100% Terms & Conditions: C4 Schedule **TTOP** This Period effective from 01-Aug-2011 through 01-Aug-2012 Freight Terms: Collect Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services Delivery Terms: Free Carrier (FCA) Delivery DUNS: 00939963773

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Contract Line flem Page:

5 of \$

Issue Dale 03-Aug-2007

Standard Blanket Contract Number: 1K870000 Amondment Number: 003

Part Number: 000000012602098

Ship From DUNS:

Daily Capacity:

00939963773 30

Hours Per Day:

22

Price Type:

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any

All Prices are expressed in

USD

Base Price:

376 654000

EACH

Total Price

UOM:

376 654000

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

C4

Schedule

TTOP

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Contract Line Nem Page

t of 5

Standard Blankel Contract Number: 1K870005

Amendment Number: 000

Issue Date: 31-Oct-2007

Part Number: 000000012621983



LINE ITEM DETAIL General Motors Corporation

This Line from is effective from 01 Nov-2007 through 01-Aug-2012

Part Description Amendment Reason:

BLOCK ASMIENG

Engineering changes (Low APV)

Manufacturing DUNS Number: 00939963773

Supplier Name and Manufacturing Address: WEBER, ALBERT CO ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29483 UNITED STATES

Buyer Name: Shakespear, Colelle

Ouyer Code

X41

Sample Date: Drawing Date:

10-Dec-2007 10-12-07 Hazardous Material Indicator:

N

Line Item Notes: October 31, 2007.

GM Powertrain Buyer, Henry C. Half (248) 857-2735.

Engineering work order CZSPBC changes part number 12602098 to 12621983. No change in cost,

July 26, 2007

GM Powerlrain Buyer: Henry C. Hall (248) 857-2735

Updating Albert Weber contract for LSA and LS9 Supercharger engines to reflect actual cost of GM sourced Oil Squirter part 12601222. GM directed Albert Weber to use a cost of \$2.00 U.S. dollars per Oil Squirter for LSA/LS9 assemblies 12607428 and 12602098. GM awarded Albert Weber the engine Block machining and assembly business for parts 12607428 and 12602098 on March 20, 2006 (RFQ 1000443191). GM awarded Bontaz the Oit Squirter in May of 2006. Bontaz part 12601222 was released on EWO BXHZJA and sourced by Jamie Malarney under RFQ 600455309.

The nomination clause is also removed from these production released parts.

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Contract Line Item Page: 2 of 5 Issue Date: 31-Oct-2007

Standard Dianket Contract Number: 1K870005

Amendment Number: 000 Part Number: 000000012621983

Description:

Nomination contract to Albert Weber for the 2009 model year LSA (12607428) Block machining and assembly and for the 2009 model year LS9 (12602098)

Block machining and assembly. As approved by the Sourcing Board on March 29, 2006. The tooling cost for life LSA is \$390,000. The tooling cost for the LS9 is \$870,000.

Separate tooling purchase orders will be issued. This is a nomination centract, and as such,

no work should be performed against it where there is an expectation of payment

without a seperate purchase order.

12607428-----09/22 12602098-----30/22 Part Description:BLOCK ASM-ENG

Model Year, 2009

Program: LSA / LS9 Supercharger Program

Puce Type - Fleturnable PPAP date 7/1/2007 Supplier Contact: Daniel Weber Supplier Memo Dated: 3/27/2006 Contract Duration LG (SPC)

Sid Kinnar for Henry C. Hall 04/03/2006

August 14, 2006.

GM Powertrain Buyer, Henry C. Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003.

No change in price.

Revision #002 issued to remove nomination clause. This is a standard blanket contract released for production, via EWO# CSXCZ.

PPAP tentalively scheduled for submission - January 25, 2008. Contact ASQE for PPAP confirmation. Any questions contact your buyer above.

Terms & Conditions: Longlerm Agreement Eff 10/03

This Period effective from 01-Nov-2007 daropoh 31-Jul-2003

Freight Terms:

Payment Terms:

Collect

(68) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:

Delivery DUNS:

00939963773

Ship From DUNS:

00939963773

Free Carrier (FCA)

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Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 36 of 48

Contract Line Item Page. 5 of 5
Standard Blacket Contract N

Standard Blanket Contract Number: 1K870005

Amendment Number: 000

Payment Terms:

Delivery Terms: Delivery DUNS:

Ship From DUNS: Daily Capacity:

Hours Per Day:

Price Type.

Issue Dale 31-Oct-2007

Part Number: 000000012621983

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt

date of goods or services Free Carrier (FCA) 00939963773 00939963773

30 22

Returnable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in

USD

Base Price:

376.654000

Total Price:

UOM:

376.654000

EACH

Receiving Plants and Plant Percentage

As scheduled

100%

Terms & Conditions:

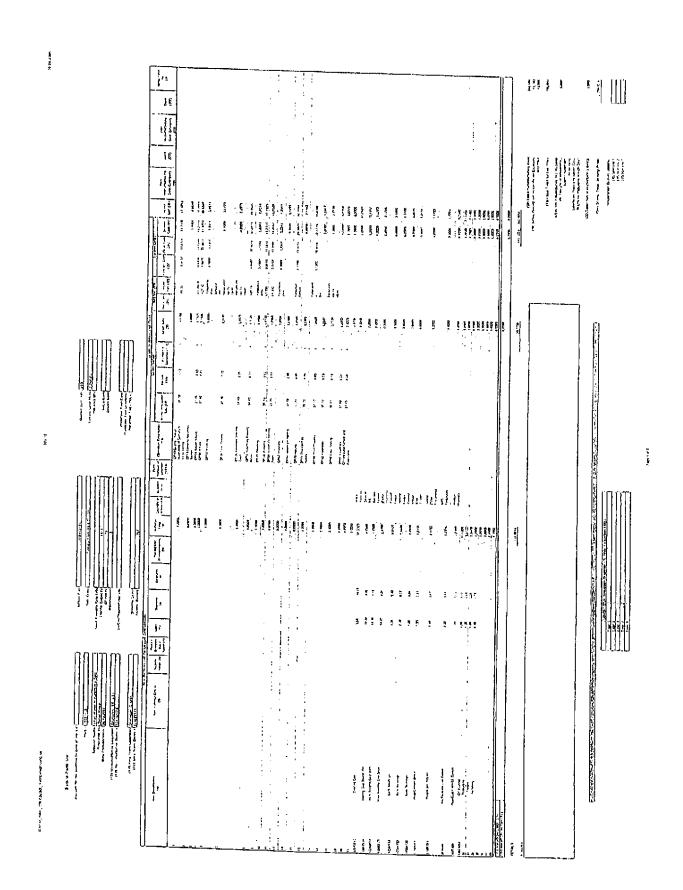
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Schedule

TTOP

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Contract Line ttem Page:

1 01 6

Issue Date: 10-Dec-2007

Standard Blanket Contract Number: 1K870007 Amendment Number: 000

Part Number: 000000012621983



LINE ITEM DETAIL General Motors Corporation

-1			······································	
Į	This Line (lein is officetive from	16-Dec-2007	Birough	0 (- Aug-2012
1	Part Descriptions			

ont Description: Amendment Reason:

BLOCK ASM-ENG Consignment/Bailment

Manufacturing DUNS Number: 00939963773

Supplier Name and Manufacturing Address: WEBER, ALBERT CO ALBERT WEBER MANUFACTURING 231 DEMING WAY SUMMERVILLE, SC 29483 UNITED STATES

Buyer Name: Hall, Henry

XY7

Buyer Code:

248-857-2735

Phone Fax

248-857-0059

Sample Date: Drawing Date:

14-Jan-2008 10-12-07

Hazardous Material Indicator:

N

Line Item Notes: December 12, 2007

GM Poweltain Buyer Henry C Halt (248) 857-2735.

Replaces purchase order (KB70 005). Adding bailment casting to contract. No other changes.

======

October 31, 2007.

GM Powerfrain Buyer: Henry C. Hall (248) 857-2735.

Engineering work order CZSPBC changes part number 12602098 to 12621983. No change in cost.

July 26, 2007.

GM Powertrain Buyer: Henry C. Hall (248) 857-2735

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Case 2:08-cv-12671-LPZ-SDP Document 11-10 Filed 05/22/2009 Page 40 of 48

Contract Line tiem Page: S of 6 Standard Blanket Contract Number: 1K870007

Amendment Number: 000

Parl Number: 000000012621983

Issue Date: 13-Dec-2007

Updating Albert Weber contract for LSA and LS9 Supercharger engines to reflect actual cost of GM sourced Oil Squirter part 12601222. GM directed Albert Weber to use a cost of \$2.00 U.S. dollars per Oil Squirter for LSA/LS9 assemblies 12607428 and 12602098. GM awarded Albert Webei the engine Block machining and assembly business for parts 12607428 and 12602098 on March 29, 2006 (RFQ 1000443191). GM awarded Bontax the Oil Squirter in May of 2006. Bontaz part 12601222 was released on EWO BXHZJA and sourced by Jamie Malarney under RFQ 600455309.

The nomination clause is also removed from those production released parts

Description

Nomination contract to Albert Weber for the 2009 model year LSA (12607428) Dlock machining and assembly and for the 2009 model year LS0 (12502098) Block machining and assembly. As approved by the Sourcing Board on March 29, 2006. The tooling cost for the LSA is \$390,000. The tooling cost for the LS9 is \$870,000. Separate tooling purchase orders will be issued. This is a nomination contract, and as such, no work should be performed against it where there is an expectation of payment without a seperate purchase order

New Part nos:------OTC/HAS 12507428------09/22 12602098------30/22 Part Description BLOCK ASM-ENG Model Year, 2009

Program: LSA / LS9 Supercharger Program

Price Type : Relummble PPAP dale: 7/1/2007

Supplier Contact; Daniel Weber Supplier Memo Dated: 3/27/2006 Contract Duration: LG+SPO

Sid Kumar for Henry C. Half

04/03/2006

GM Powertrain Buyer: Henry C Hall (248) 857-2735.

Quotation based on Albert Weber quote number 10055/003-003

No change in price

PPAP tentatively scheduled for submission - January 25, 2008 Contact ASQE for PPAP confirmation.

Terms & Conditions: Longlerm Agreement Eff 10/03

This Period effective from 16-Dec-2007 Birough 31-Jus-2009

Freight Terms.

Collect

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Contract Line Item Page: 3 of 6 Standard Blanket Contract Number: VK870007 Issue Date 10-Dec-2007 Amendment Number: 000 Part Number: 000000012621983 Payment Terms: (88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services. Delivery Terms: Free Carrier (FCA) Delivery DUNS: 00939963773 Ship From DUNS: 00939963773 Daily Capacity: Hours Per Day: 22 Price Type: Returnable Bailment or Resple Detail: Part Number: Part Description: Amount Reg. UOM: Value per UOM BAILMENT 000000012621766 BLOCK-ENG (CSTG) 1.000 282 240000 USD Price Composition: The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any All Prices are expressed in USD Base Price: 399.914400 Total Price: 399.914400 UOM: CACH Receiving Plants and Plant Percentage As scheduled 100% Terms & Conditions: ********* This Period effective from 01-Aug-2009 Buchilly 31-Jul-2010 Freight Terms: Collect Payment Terms: (88) MNS-2. On average, payment shall be made on the second day of the

second month following Buyers receipt

date of goods or services.

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Contract Line Item Page: 4	of 6 3ssue Date: 13-Dec-2007	
Standard Blanket Contract Number:	1K870007	
Amendment Number: 000	Part Number: 0000000126	21903
Delivery Terins:	.	
Delivery DUNS:	Free Carrier (FCA)	
Ship From DUNS:	00939963773	
Daily Capacity:	00939963773	
Hours Per Day:	8	
Price Type:	22 Returnable	
Bailment or Resale Detail:		
Part Number:	Part Description:	
Amount Req.	UOM:	
	Value per UOM	
-	·	
BAILMENT		
000000012621766 1 000	BLOCK-ENG (CSTG)	
	282.240000 USD	
applicable taxes.	e Price plus any Base Motorial costs, Price Component costs	ano any
All Prices are expressed in USD Base Price:		391.424000
Base Price:		391.424000 391.424000
Base Price: Total Price: UOM:		
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta	nge	391.424000
Base Price: Total Price: UOM:	nge 100 %	391.424000
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:		391.424000
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled		391.424000
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:		391.424000
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:		391.424000
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:	100 % eriod effective Iron - 01-Aug-2010 Through - 31-Jul-2011	391.424000
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:	100 % eriod effective Iron 01-Aug-2010 through 31-Jul-2011 Collect	391.424000 EACH
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:	100 % eriod effective Iron	391.424000 EACH
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:	100 % eriod effective Iron	391.424000 EACH De, payment shall J day of the
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions:	100 % eriod effective from 01-Aug-2010 through 21/Jul-2011 Collect (88) MNS-2, On average be inade on line second second month following	391.424000 EACH Je, payment shall J day of the J Buyers receipt
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions: This Pa Freight Terms: Payment Terms:	Collect (88) MNS-2, On average be made on the second about hollowing date of goods or service	391.424000 EACH Je, payment shall J day of the J Buyers receipt
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions: Freight Terms: Payment Terms: Delivery Terms:	100 % eriod effective from 01-Aug-2010 through 21/Jul-2011 Collect (88) MNS-2, On average be inade on line second second month following	391.424000 EACH Je, payment shall J day of the J Buyers receipt
Base Price: Total Price: UOM: Receiving Plants and Plant Percenta As scheduled Terms & Conditions: This Pa Freight Terms: Payment Terms:	Collect (88) MNS-2, On average be made on the second about hollowing date of goods or service	391.424000 EACH Je, payment shall J day of the J Buyers receipt

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Contract Line Item Page: Standard Blanket Contract Numb	5 of 6	Issue Date: 13-Dec-2007	
Amendment Number: 000	per: 1K870007		
Amendment Number: 000		Part Number: 000000012621983	
Daily Capacity:		6	
Hours Per Day:		8	
Price Type:		22	
		Returnable	
Bailment or Resale Detail:			
Part Number:	Part Description:		
Amount Req.	UOM:		
	Value per	UOM	
BAILMENT			
000000012621766	DI OCK END (Action		
1 000	BLOCK-ENG (CSTG)	
	202 2400	00 11695	
	282,24000	OSU USU	
Price Composition: The Total Price is composed of E applicable taxes.	Base Price plus any Base Mate	erial costs, Price Component costs and any	
All Prices are expressed in US	20		
Base Price:	SU .		
		383,9340	000
Total Price:		303.9340	100
UOM-			
Receiving Plants and Plant Perce	mlage	EAC	<u> </u>
As scheduled		100%	
Terms & Conditions:		100%	
The	is Period effective from 91-Aug-2011	llhough 01-Aug-2012	_ -
Freight Terms:		Collect	
Payment Terms:			
		(88) MNS-2, On average, payment sh	ièlisi
		be made on the second day of the	
		second month following Buyers receip	υt
Delivery Terms.		date of goods or services.	
Delivery DUNS:		Free Carrier (FCA)	
Ship From DUNS:		00939963773	
Onity Capacity:		00939963773	
Hours Per Day:		8	
Price Type:		22	
**		Returnable	

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Contract Line Item Page:

6 ol 6

Standard Blanket Contract Number: 1K870007

Amount Req.

Issue Date: 13-Dec-2007

Amendment Number: 000

Part Number: 000000012621983

Bailment or Resale Detail:

Part Number:

Part Description:

UOM:

Value per UOM

BAILMENT

000000012621766

BLOCK-ENG (CSTG)

1.000

282 240000

USD

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any

All Prices are expressed in

USO

Base Price:

376.654000

Total Price:

UOM:

376.654000

EACH

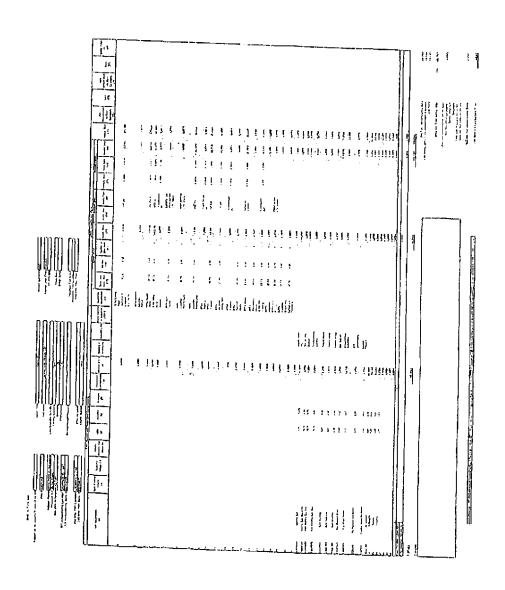
Receiving Plants and Plant Percentage As scheduled

100%

Terms & Conditions:

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Contract Line frem Page.

1 01 3

Issue Date: 14-Dec-2007

Standard Spot Buy Contract Number: 1K870008 Amendment Number: 000

Part Number: 000000012621983



LINE ITEM DETAIL for TOOLING CONTRACT

General Motors Corporation

This Une term is effective from 13-0ec-2007 through 13-Dec-2010

Part Description:

Amendment Reason:

BLOCK ASM-ENG Contracting New Parts

Manufacturing DUNS Number:

00939963773

Supplier Name and Manufacturing Address:

WEBER, ALBERT CO

ALBERT WEBER MANUFACTURING

231 DEMING WAY

SUMMERVILLE, SC 29483

UNITED STATES

Buyer Name:

Half, Henry

Buyer Code

XY7

Phone:

248-857-2735

Fax⁻

248-857-0059

Tooling Capacity:

Tooling Capacity Hours:

8 22

Tooling Sample Date:

14-Jan-2008

Hazardous Material Indicator:

Line Rem Notes:

December 13, 2007.

GM Powertrain Buyer: Henry C. Hall (248) 857-2735.

Transferring purchase order from old part 12602098 to new part 12621983. Albert Weber will PPAP and be paid under 12621903. New part number created per EWO CZSPBC and work order 821423.

Total tooling impact - \$502,400.

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Contract Line Item Page: Issue Dale: 14-Dec-2007

Standard Spot Buy Contract Number: 1K870008 Amendment Number: 000

Part Number: 000000012621983

Purchase order issued to cover the cost of special permanent tools, dies, patterns and/or molds necessary to produce P/N # 12602098

PART DESCRIPTION, as follows:

EWO#: CSXCZ **EWO Description** Affected P/N: 12602008 Model Year, MY 2009

Program: LS9, Supercharge V8

Capacity: Tooling Capacity 2,000 per year (approximately 8.5 per day)

CorrencyType: USD

If machinery and equipment as defined by GM's fooling guidelines is listed on this order, the price of that M&E will be debited from the tooling order and no adjustment to piece price will be permitted. Additionally, if the value of the tools are less than the quoted amount per GM's tooling learn, the value of the tools will be reduced to the amount specified by the fore-mentioned group. Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed. Failure to do so will result in a equitable adjustment to the purchase order and/or debit. GM tooling guidelines apply,

Price Type BULK PPAP Date: 10/8/2007

Supplier Contact: Markus Kramer Supplier Memo Dated , 2/8/2007

Physical Location of Tooling (city & state) Charleston, SC

Detailed Tooling Breakdown:

Tool Cost Tool Description ______ \$105,900-----Fixtures

\$ 17,100------Lifting fixtures \$ 21,250------Leak Tosting

\$ 4,900-----Measurement lixtures

\$ 26,500 -----Measurement tooling \$200,500-----Tooling

\$117,750------Honing \$ 8,500-----Assembly

\$502,400.00 USD -----Total

Total Tooling Cost/Currency \$502,400.00 USD

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Contract Line Item Page: 3 of 3	Issue Date: 14-Dec-2007
Standard Spot Buy Contract Number: 1K870000 Amendment Number: 000	Part Number: 000000012621983
Supplier is Required to Mark all General Molors Tools with the GM	
Pierce Guntur for Colelle Shakespear 02/23/2007	
=======================================	
Terms and Conditions:	
Freight Terms:	Collect
Payment Terms;	(88) MNS-2, On average, payment shall
	be made on the second day of the
	second month following Guyers receipt
	dale of goods or services.
Delivery Terms.	Free Carrier (FCA)
Delivery DUNS:	000000000
Ship From DUNS:	00939963773
Price Type:	00939963773 ยิบไห
Price Composition: The Total Price is composed of Base Price plus any applicable	ê laxes
All Prices are expressed in USD	- 000-0
Quantity:	
Base Price:	1 502,400.00000
Total Price:	
UOM:	502,400 000000
	LOT

Terms and Conditions: